



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 01, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

59 November 1, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**SERVICES CONTRACTS  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR DIAL-A-RIDE SERVICES IN THE  
UNINCORPORATED COUNTY COMMUNITY OF EAST LOS ANGELES AND ATHENS,  
FLORENCE-FIRESTONE-WALNUT PARK, LENNOX, RANCHO DOMINGUEZ, AND  
ROSEWOOD-WILLOWBROOK  
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride service in the unincorporated County community of East Los Angeles and one to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride services in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood Willowbrook.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award and direct the Chair of the Board to execute the contract with Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride services. Empire Transportation, Inc., a Community Business Enterprise. This contract will be for a period of 6 months with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 72 months and a maximum potential contract sum of \$4,636,753.

4. Award and direct the Chair of the Board to execute the contract with MV Transportation, Inc. for Willowbrook, et al., dial-a-ride services. This contract will be for a period of 6 months with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 72 months and a maximum potential contract sum of \$2,993,174.

5. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Empire Transportation, Inc., a Community Business Enterprise, and MV Transportation, Inc., have successfully performed during the previous contract period, and these services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.

6. Delegate authority to the Director of Public Works or his designee to annually increase these contracts amount up to an additional 10 percent of the annual contract sum, which are included in the maximum potential contracts sum for unforeseen additional work within the scope of the contract, if required.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action will award one contract to Empire Transportation, Inc., a Community Business Enterprise, for East Los Angeles dial-a-ride services in the unincorporated County community of East Los Angeles and one contract to MV Transportation, Inc., for Willowbrook, et al., dial-a-ride services in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Rosewood-Willowbrook. These services will provide eligible elderly and persons with disabilities in these communities with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas, as shown in Enclosure A.1-A.2.

These contracts also include the cost for major vehicle repairs, graphics, and automated transit vehicle system devices, including vehicle locators and video camera equipment for County-provided service vehicles in accordance with the contracts.

The current contracts will expire on December 31, 2022. The award of these contracts will continue the current services by the recommended contractors.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles, by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.



**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

These contracts amounts below are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

East Los Angeles:

- The sum for the initial 6-month term is \$373,865.
- The sum for the first option term is \$756,374.
- The sum for the second option term is \$764,784.
- The sum for the third option term is \$773,421.
- The sum for the fourth option term is \$782,149.
- The sum for the fifth and final option term is \$790,773.
- The sum for the month-to-month option to extend up to 6 months is \$395,387.

Willowbrook, et al.:

- The sum for the initial 6-month term is \$208,760.
- The sum for the first option term is \$462,494.
- The sum for the second option term is \$480,247.
- The sum for the third option term is \$502,262.
- The sum for the fourth option term is \$523,456.
- The sum for the fifth and final option term is \$543,970.
- The sum for the month-to-month option to extend up to 6 months is \$271,985.

The maximum potential contract sum for East Los Angeles is \$4,636,753 and for Willowbrook, et al. is \$2,993,174 for the maximum contract period of 72 months. The total maximum potential contracts amount includes major vehicle repairs, graphics, and automated transit vehicle system devices, including vehicle locators and video camera equipment to County-provided services vehicles, and 10 percent of the annual contracts sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the First, Second, and Fourth Supervisorial Districts' Proposition A Local Return Transit Operations Fund (Fund CP6 - Services and Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor for East Los Angeles, Empire Transportation, Inc., a Community Business Enterprise, is located in Bellflower, California; and for Willowbrook, et al., MV Transportation, Inc., is located in Dallas, Texas, with a local office in Vacaville, California. This

contract will commence on January 1, 2023, or upon the Board's approval, whichever occurs last, for a period of six months. With the Board's delegated authority, Public Works may renew the contract for five 1 year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 72 months.

County Counsel has approved the recommended contracts, which have been executed by Empire Transportation, Inc., a Community Business Enterprise, and MV Transportation, Inc., (Enclosure B.1-B.2). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Empire Transportation, Inc., has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Public Works has evaluated and determined that MV Transportation, Inc., is qualified for Living Wage exemption due to a Collective Bargaining Agreement with Teamsters Local 848 that expressly supersedes all provisions of the program.

Using methodology approved by the Auditor Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

These Proposition A contracts do not allow cost-of-living adjustments for the optional renewal periods. These contracts do contain a provision for monthly fuel cost adjustments.

## **ENVIRONMENTAL DOCUMENTATION**

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

## **CONTRACTING PROCESS**

A notice of the Request for Statement of Qualifications (RFSQ) was released in 2016 and 2019, and it is currently open continuous. RFSQ was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisement was placed in the Los Angeles Times. Also, Public Works informed

1,198 Local Small Business Enterprises; and 106 independent contractors, various business development centers, and municipalities about this business opportunity.

A total of ten Statement of Qualifications (SOQs) were received in response to the RFSQ. The SOQs were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Ten SOQs were then evaluated by an evaluation committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, one of the ten SOQs did not receive a score equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining nine Statements or Qualifications received a passing score and were placed on the Qualified Contractors List.

On February 22, 2022, and February 28, 2022, Public Works issued an Invitation for Bids for Willowbrook, et al., and East Los Angeles, respectively, soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On March 29, 2022, one bid was received for East Los Angeles and Willowbrook, et al., respectively. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California, for East Los Angeles and MV Transportation, Inc., located in Dallas, Texas, with a local office in Vacaville, California, for Willowbrook, et al. Public Works believes the contractor's price to be reasonable for the work requested.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will continue the service without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to the Public Works, Business Relations and Contracts Division.

Respectfully submitted,



MARK PESTRELLA, PE  
Director

MP:JQ:sc

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Internal Services Department, Contracts Division





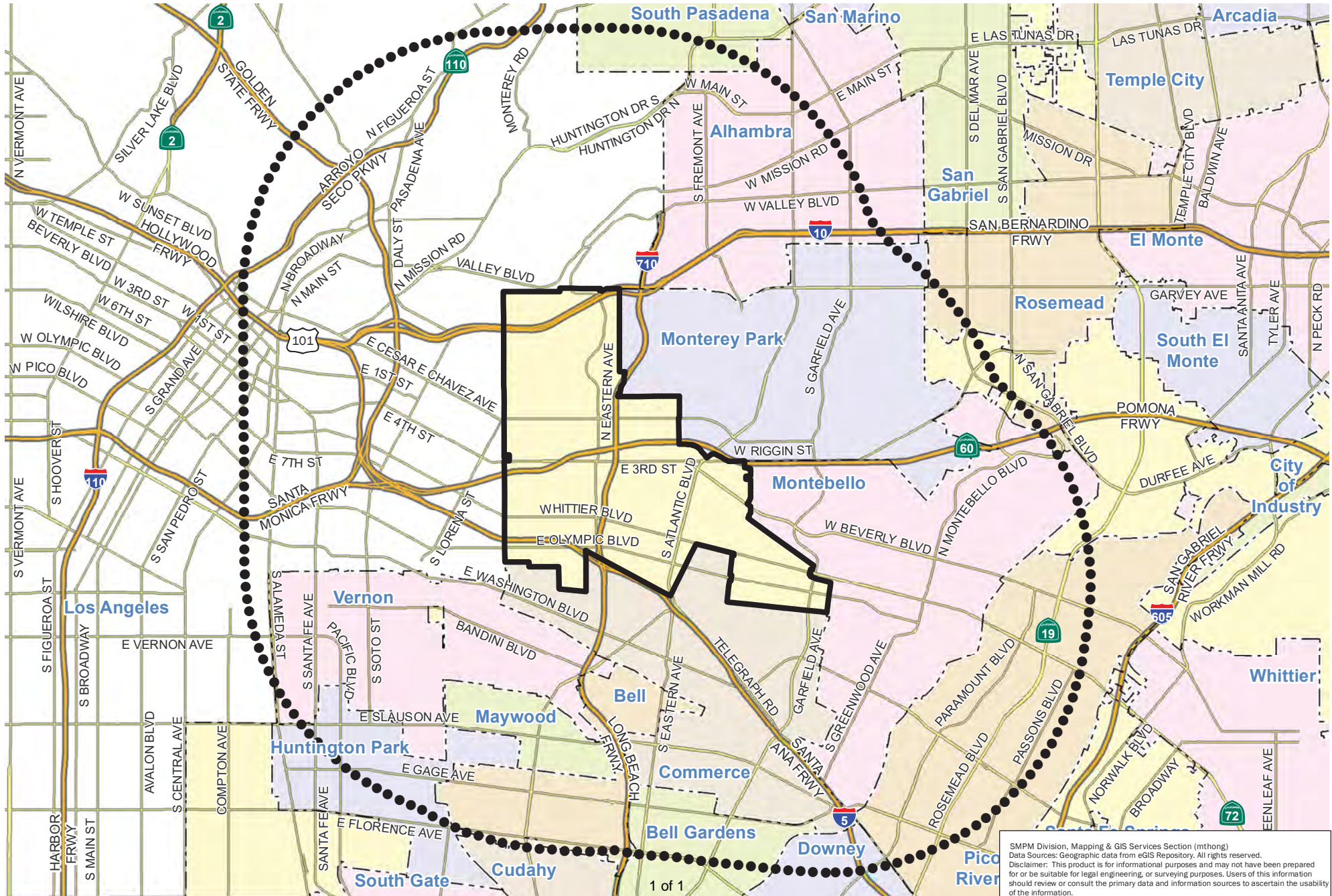
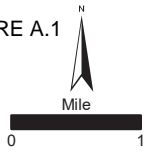
East Los Angeles Unincorporated Area  
 East Los Angeles Destination Service Area

# East Los Angeles

Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.1



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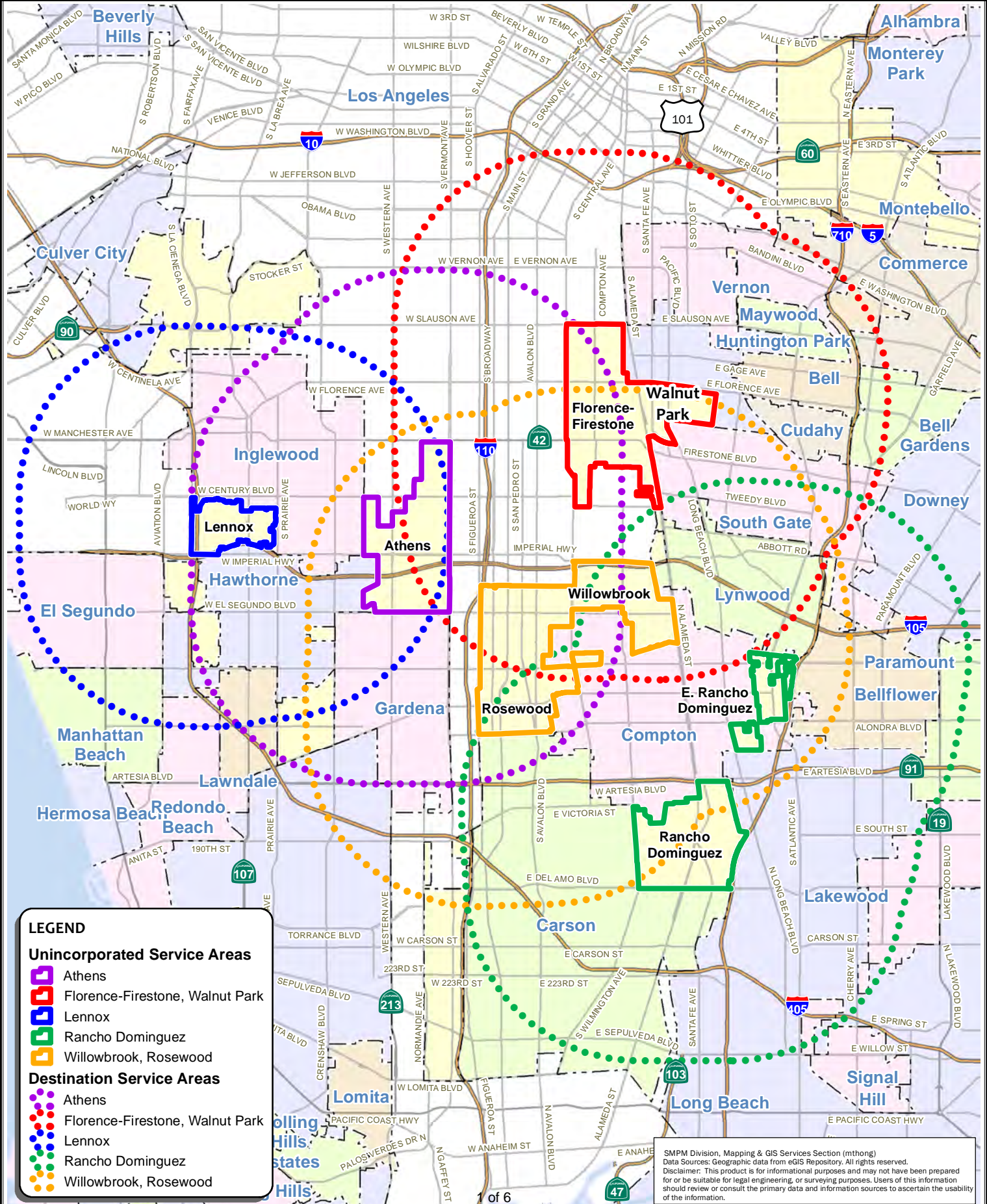
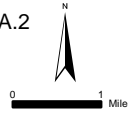




# WILLOWBROOK, ET AL. DIAL-A-RIDE SERVICE

ENCLOSURE A.2

## Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Willowbrook-Rosewood



**LEGEND**

**Unincorporated Service Areas**

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

**Destination Service Areas**

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

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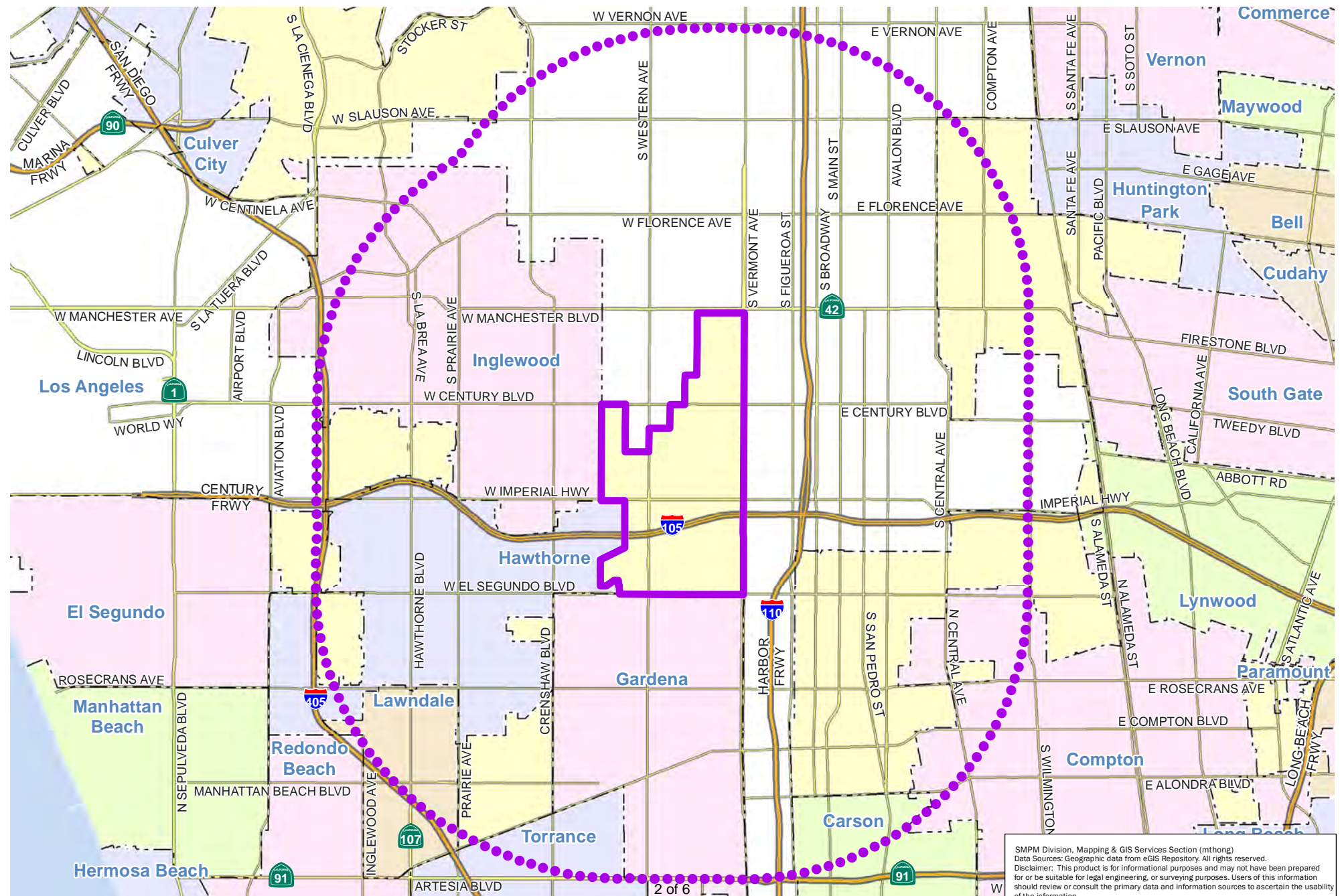
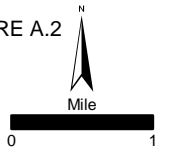
Athens Unincorporated Area  
Athens Destination Service Area

# Athens

Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2



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Florence-Firestone, Walnut Park Unincorporated Area

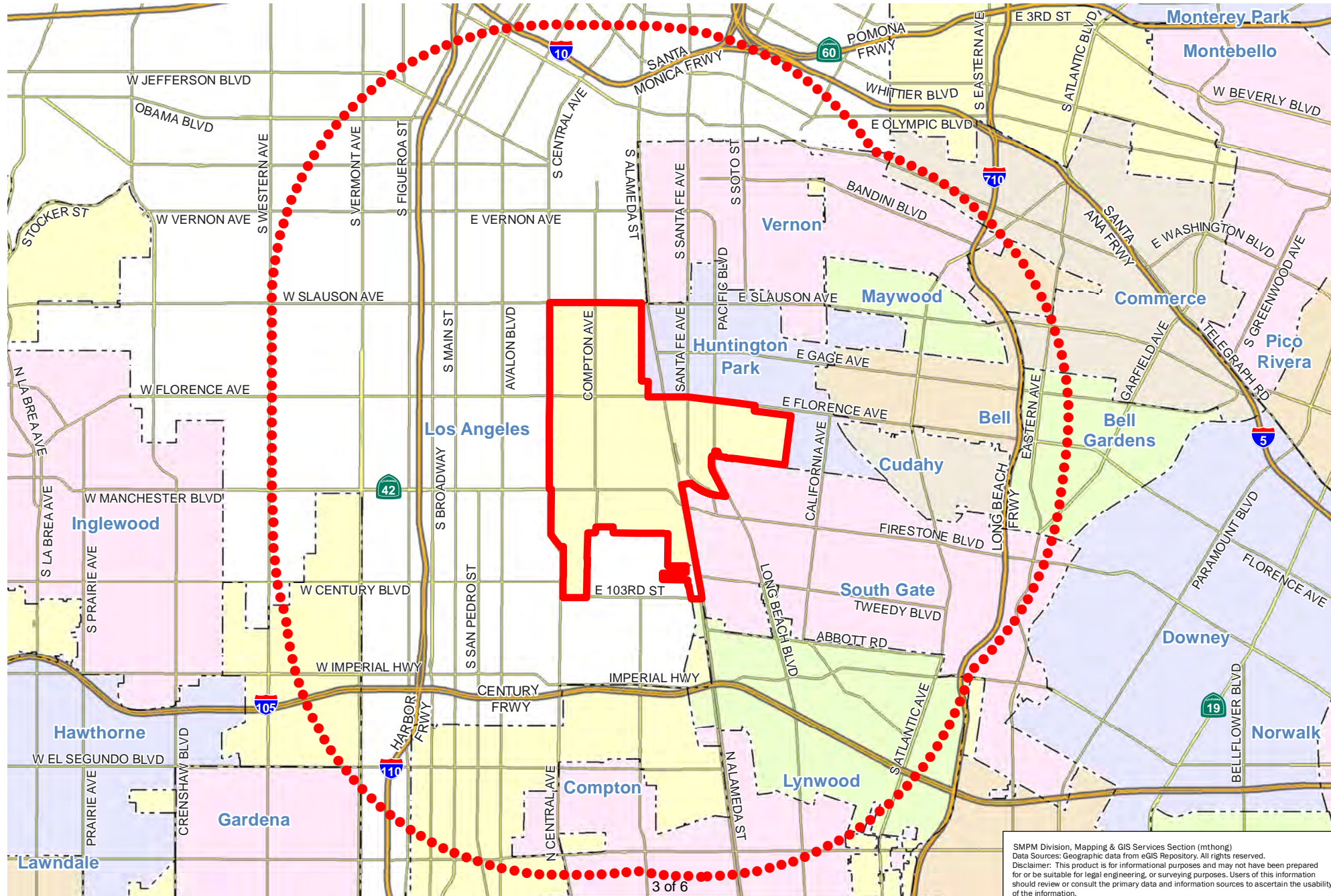
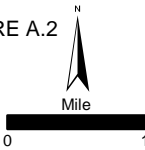
Florence-Firestone, Walnut Park Destination Service Area

# Florence-Firestone, Walnut Park

## Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2



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Lennox Unincorporated Area

Lennox Destination Service Area

# Lennox

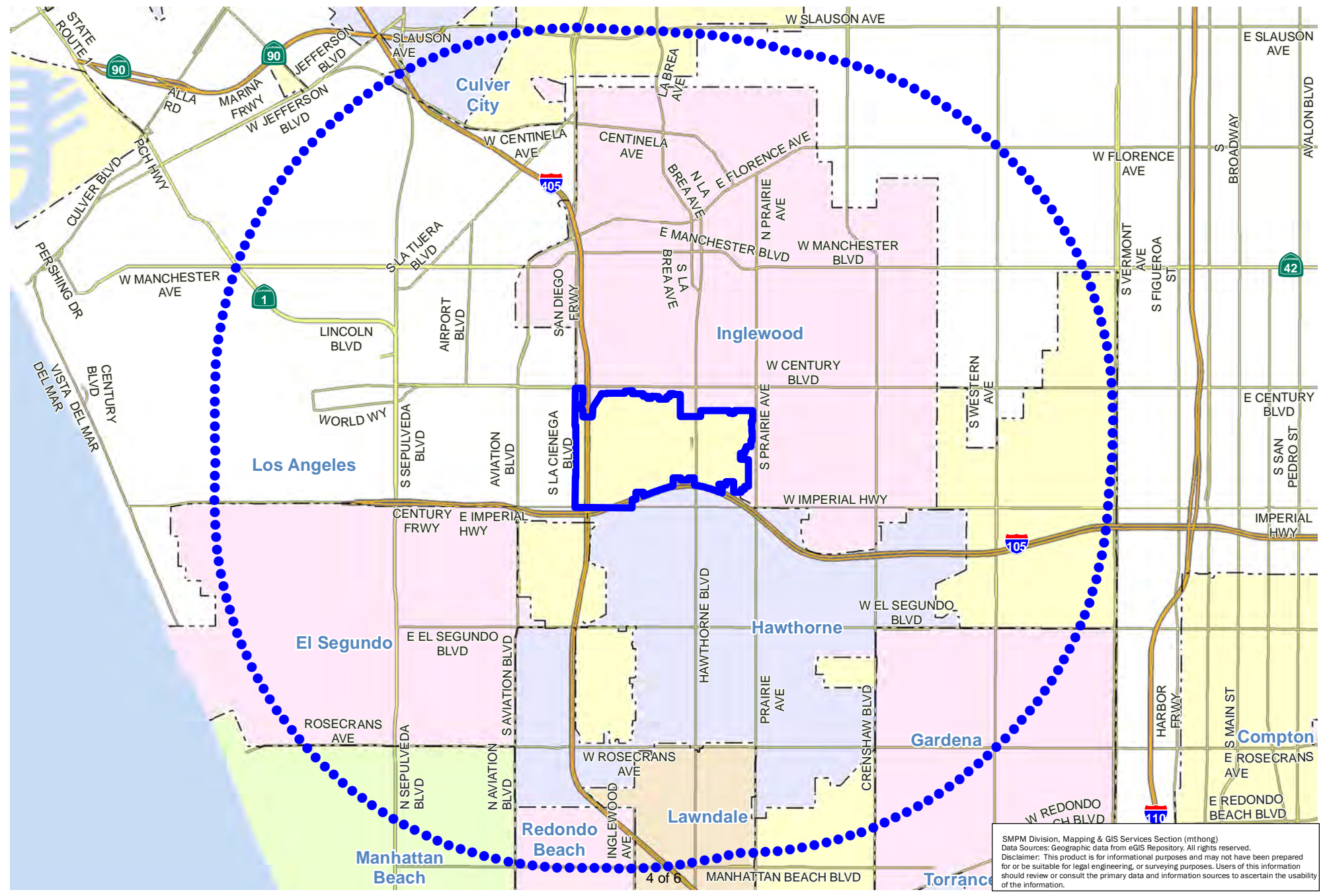
## Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2



Mile



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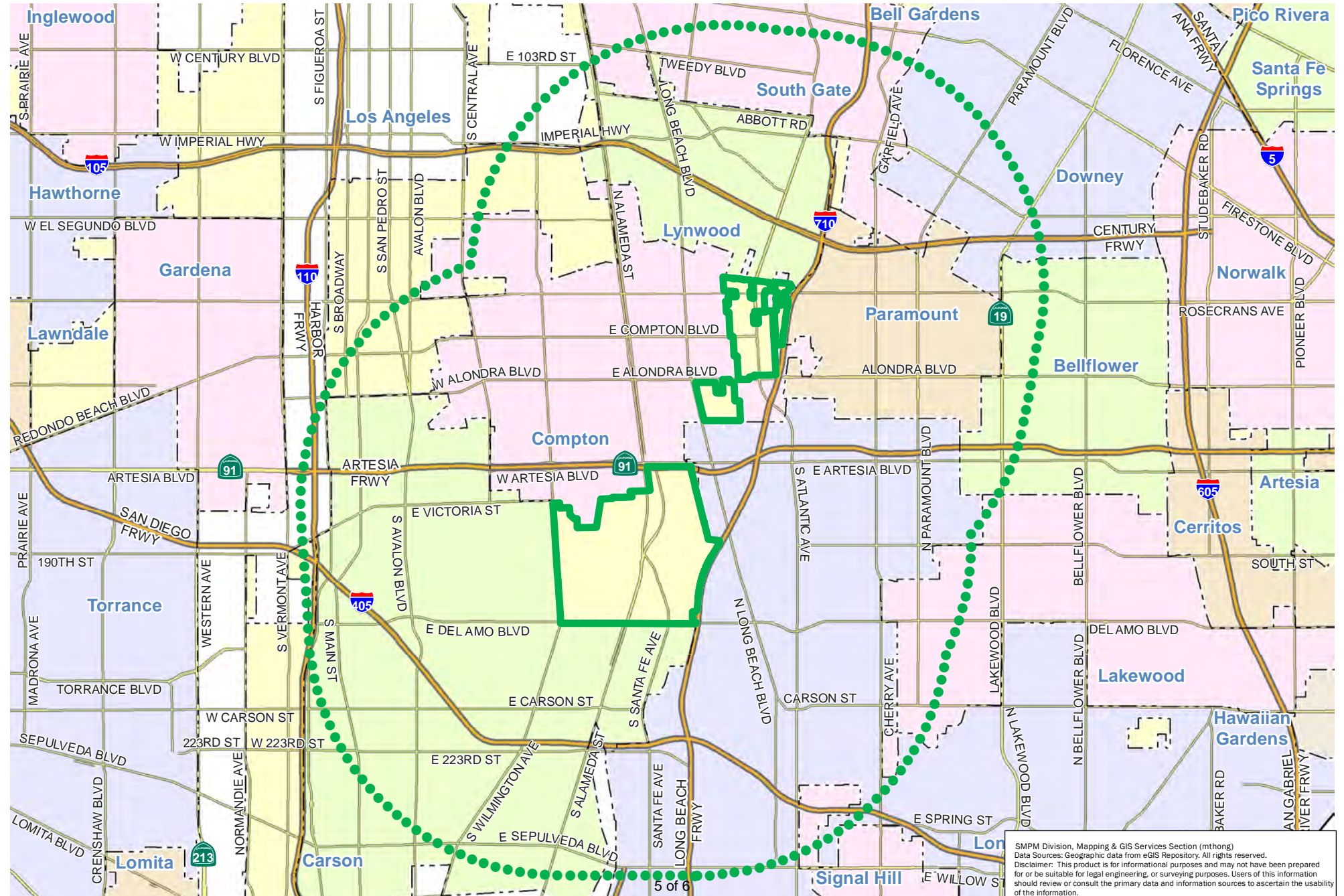
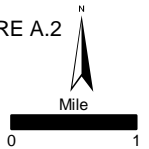
Rancho Dominguez Unincorporated Area  
 Rancho Dominguez Destination Service Area

# Rancho Dominguez

## Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2



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Willowbrook, Rosewood Unincorporated Area

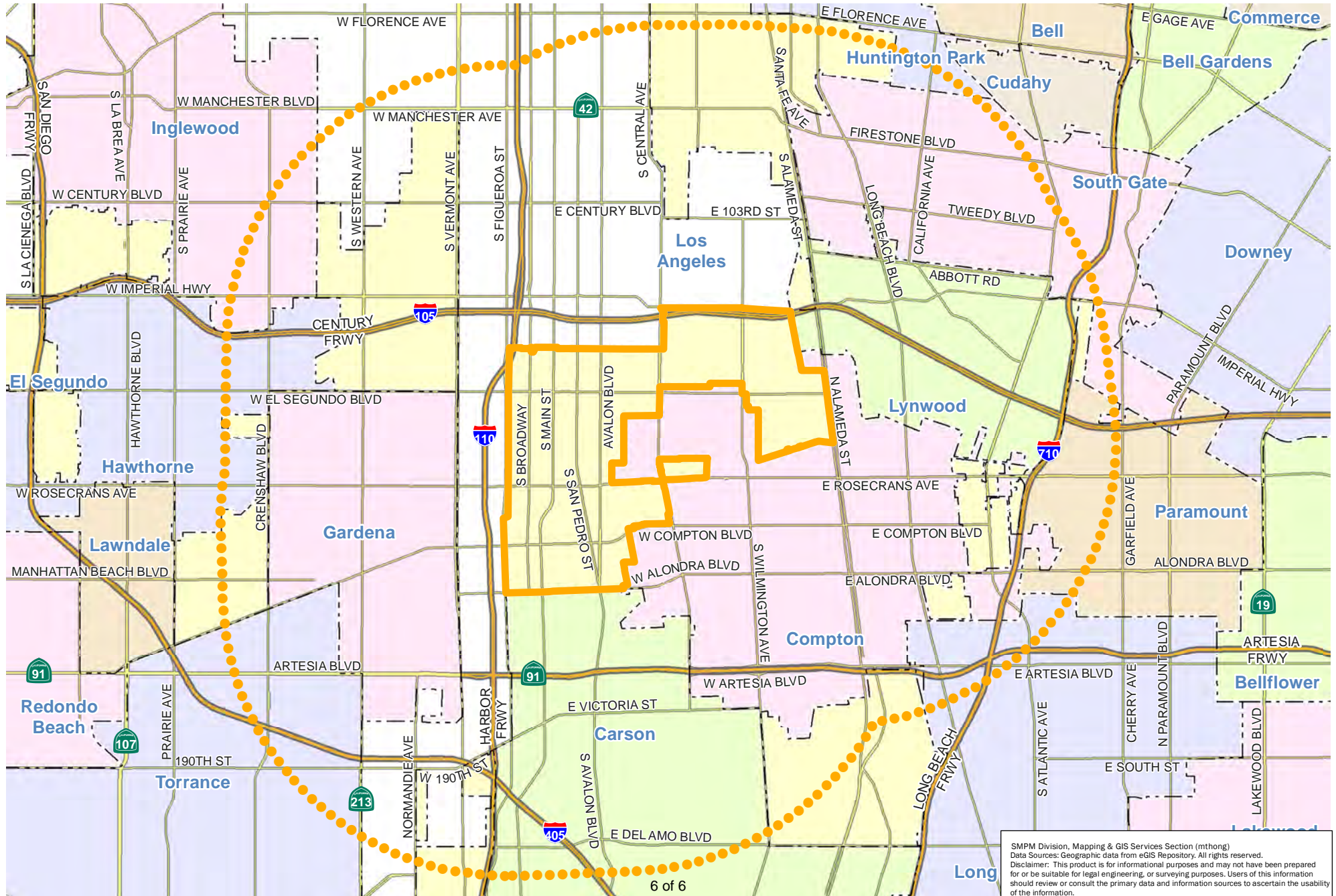
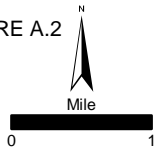
Willowbrook, Rosewood Destination Service Area

# Willowbrook, Rosewood

## Unincorporated County, Dial-A-Ride Service Area



ENCLOSURE A.2



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# Agreement



79360

BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

EMPIRE TRANSPORTATION, INC.

FOR

EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

TABLE OF CONTENTS  
 AGREEMENT FOR  
 EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

	PAGE
<b>AGREEMENT</b> .....	1-4
<b>EXHIBIT A.1 Intentionally Omitted</b> .....	1
<b>EXHIBIT A.2 Scope of Work</b> .....	A.1-55
<b>EXHIBIT A.3 Schedule of Prices</b> .....	1-7
<b>EXHIBIT A.4 Staffing Plan and Cost Methodology</b> .....	1-6
<b>EXHIBIT B Service Contract General Requirements</b>	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies .....	B.1
B. Definitions .....	B.1
C. Headings .....	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation .....	B.4
C. Authorization Warranty .....	B.5
D. Budget Reduction .....	B.5
E. Complaints .....	B.5
F. Compliance with Applicable Laws .....	B.6
G. Compliance with Civil Rights Laws .....	B.6
H. Confidentiality.....	B.7
I. Conflict of Interest .....	B.7
J. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List .....	B.8
K. Consideration of Hiring GAIN and GROW Participants.....	B.8
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement .....	B.8
M. Contractor's Charitable Activities Compliance .....	B.8
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	B.9
O. County's Quality Assurance Plan .....	B.9
P. Damage to County Facilities, Buildings, or Grounds .....	B.9
Q. Employment Eligibility Verification .....	B.10
R. Counterparts and Electronic Signatures and Representations.....	B.10
S. Fair Labor Standards .....	B.10
T. Force Majeure.....	B.11
U. Governing Laws, Jurisdiction, and Venue.....	B.11
V. Most Favored Public Entity.....	B.11
W. Nondiscrimination and Affirmative Action.....	B.12
X. Nonexclusivity.....	B.13

	Y.	No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14
	Z.	Notice of Delays.....	B.14
	AA.	Notice of Disputes.....	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.14
	CC.	Notices.....	B.14
	DD.	Publicity.....	B.14
	EE.	Public Records Act.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.15
	GG.	Recycled-Content Paper Products.....	B.17
	HH.	Contractor's Employee Criminal Background Investigation.....	B.17
	II.	Subcontracting.....	B.18
	JJ.	Validity.....	B.19
	KK.	Waiver.....	B.19
	LL.	Warranty Against Contingent Fees.....	B.19
	MM.	Time Off for Voting.....	B.20
	NN.	Local Small Business Enterprise Utilization.....	B.21
	OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.21
	PP.	Method of Payment and Required Information.....	B.22
	QQ.	Compliance with Fair Chance Employment Practices.....	B.23
	RR.	Compliance with the County Policy of Equity.....	B.23
	SS.	Contractor Independence.....	B.23
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	B.24
	B.	Termination/Suspension for Convenience .....	B.24
	C.	Termination/Suspension for Default .....	B.25
	D.	Termination/Suspension for Improper Consideration .....	B.26
	E.	Termination/Suspension for Insolvency .....	B.27
	F.	Termination/Suspension for Nonadherence to County Lobbyists Ordinance .....	B.27
	G.	Termination/Suspension for Nonappropriation of Funds .....	B.27
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection .....	B.28
	B.	Cooperation .....	B.28
	C.	Cooperation and Collateral Work .....	B.28
	D.	Equipment, Labor, Supervision, and Materials .....	B.28
	E.	Gratuitous Work .....	B.28
	F.	Jobsite Safety .....	B.28
	G.	Labor .....	B.29
	H.	Labor Law Compliance .....	B.29
	I.	Overtime .....	B.29
	J.	Permits/Licenses .....	B.29
	K.	Prohibition Against Use of Child Labor .....	B.29
	L.	Public Convenience .....	B.30
	M.	Public Safety .....	B.30



	N.	Quality of Work .....	B.30
	O.	Quantities of Work .....	B.30
	P.	Safety Requirements .....	B.30
	Q.	Storage of Materials and Equipment .....	B.31
	R.	Transportation .....	B.31
	S.	Work Area Controls .....	B.31
	T.	CARD.....	B.31
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status .....	B.32
	B.	Indemnification .....	B.32
	C.	Workplace Safety Indemnification .....	B.33
	D.	General Insurance Requirements .....	B.33
	E.	Compensation for County Costs .....	B.37
	F.	Insurance Coverage Requirements .....	B.37
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor .....	B.39
	B.	Chapter 2.202 of the County Code.....	B.39
	C.	Nonresponsible Contractor .....	B.39
	D.	Contractor Hearing Board .....	B.39
	E.	Subcontractors of Contractor .....	B.40
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program .....	B.41
	B.	Written Employee Jury Service Policy .....	B.41
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law .....	B.43
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.43
Section 9		Compliance with County's Living Wage Program	
	A.	Living Wage Program.....	B.44
	B.	Payment of Living Wage Rates.....	B.44
	C.	Contractor's Submittal of Certified Monitoring Reports.....	B.45
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.....	B.45
	E.	County Auditing of Contractor Records.....	B.46
	F.	Notifications to Employees.....	B.46
	G.	Enforcement and Remedies.....	B.46
	H.	Use of Full-Time Employees.....	B.48
	I.	Contractor Retaliation Prohibited.....	B.48
	J.	Contractor Standards.....	B.49
	K.	Neutrality in Labor Relations.....	B.49
Section 10		Social Enterprise Preference Program.....	B.50
Section 11		Local Small Business Enterprise Preference Program.....	B.51
Section 12		Compliance with County's Defaulted Property Tax Reduction Program.....	B.52
Section 13		Disabled Veteran Business Enterprise Preference Program.....	B.53
Section 14		Displaced Transit Employee Program.....	B.54
Section 15		COVID-19 Vaccination of County Contractor Personnel.....	B.56

<b>EXHIBIT C</b>	<b>Internal Revenue Service Notice 1015</b>
<b>EXHIBIT D</b>	<b>Safely Surrendered Baby Law Posters</b>
<b>EXHIBIT E</b>	<b>Defaulted Property Tax Reduction Program</b>
<b>EXHIBIT F.2A</b>	<b>Performance Requirements Summary</b>
<b>EXHIBIT G.1</b>	<b>Service Requirements and Area Maps</b>
<b>EXHIBIT H.1</b>	<b>County-Provided Service Vehicles</b>
<b>EXHIBIT I.1</b>	<b>Contractor-Provided Service Vehicle Requirements</b>
<b>EXHIBIT J.1</b>	<b>Service Vehicle Appearance/Cleanliness Checklist</b>
<b>EXHIBIT K.1</b>	<b>Driver's Daily Vehicle Report</b>
<b>EXHIBIT L.1</b>	<b>DPW Vehicle Accident or Incident Form</b>
<b>EXHIBIT M.1</b>	<b>Preventive Maintenance</b>
<b>EXHIBIT N.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT O.1</b>	<b>Controlled Substance and Alcohol Testing Program</b>
<b>EXHIBIT P.1</b>	<b>Transit Security Plan</b>
<b>EXHIBIT Q.1</b>	<b>NTD Paratransit Annual Summary Report</b>
<b>EXHIBIT R.1</b>	<b>Daily Transportation Trip Sheet</b>
<b>EXHIBIT S.</b>	<b>Bid Submission Instructions</b>

AGREEMENT FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

THIS AGREEMENT, made and entered into this 1st day of November, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and EMPIRE TRANSPORTATION, INC., a California Corporation, located at 8800 Park Street, Bellflower, CA 90706, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 29, 2022, hereby agrees to provide services as described in this Contract for East Los Angeles Dial-A-Ride Service.

SECOND: This AGREEMENT, together with Exhibit A.1, Intentionally Omitted; Exhibit A.2, Scope of Work; Exhibit A.3, Schedule of Prices; Exhibit A.4, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.2A, Performance Requirements Summary; Exhibit G.1, Service Requirements and Area Maps; Exhibit H.1, County-Provided Services Vehicle; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J., Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Driver's Daily Vehicle Report; Exhibit L.1. DPW Vehicle Accident or Incident Form; Exhibit M, Preventive Maintenance; Exhibit N, Intentionally Omitted; Exhibit O, Controlled Substance and Alcohol Testing Program; Exhibit P, Transit Security Plan; Exhibit Q, NTD Paratransit Annual Summary Report; Exhibit R, Daily Transportation Trip Sheet; and Exhibit S, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 through PW-2.7, an amount not to exceed the maximum potential contract sum of \$4,215,227 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$339,877; the sum for the first optional term is \$687,612; the sum for the second optional term is \$695,258; the sum for the third optional term is \$703,110; the sum for the fourth optional term is \$711,044, the sum for the fifth and last optional term is \$718,884; and a month-to-month extension up to 6 months at the PW-2.6 rates for \$359,442.

FOURTH: This Contract's initial term shall be for a period of six months commencing on January 1, 2023, or upon the Board's approval, whichever occurs last.

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The COUNTY shall have the sole option to renew this Contract term for up to five additional one-year period and six month-to-month extension, for a maximum total Contract term of six years. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Forms PW-2.1-PW-2.7, Schedule of Prices for the applicable term.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.



ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through S, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2016-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By Kgometa  
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

By Carole Suzuki  
Deputy  
Carole Suzuki  
Type/Print Name

COUNTY OF LOS ANGELES

By H Mitchell  
Chair, Board of Supervisors

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

59 November 1, 2022

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Kgometa  
Deputy

EMPIRE TRANSPORTATION, INC.

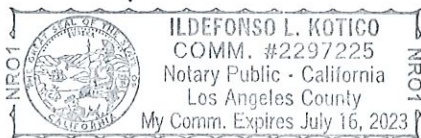
By Bertina Aguirre  
Its President  
BERTINA AGUIRRE  
Type/Print Name

By Bertina Aguirre  
Its Secretary  
BERTINA AGUIRRE  
Type/Print Name

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles  
Subscribed and sworn to (or affirmed) before me on this 25th day  
of July, 2022 by BERTHA AGUIRRE  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me

Signature: [Signature] (seal)



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## **EXHIBIT A.1**

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**INTENTIONALLY OMITTED**



**SCOPE OF WORK****EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)****A. Public Works Contract Manager**

Public Works Contract Manager will be Ms. Sandra Perez of the Transportation Planning and Programs Division, who may be contacted at (626) 458-3959, e-mail address: [saperez@dpw.lacounty.gov](mailto:saperez@dpw.lacounty.gov), Monday through Thursday, 7:30 a.m. to 5:00 p.m. The Contract Manager, or his/her designee, is the only person authorized by Public Works to request work from the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

**B. Work Location**

This is a community dial-a-ride Service (Service) for eligible elderly and persons with disabilities who reside in the unincorporated County area of East Los Angeles. This Service will provide residents of this area with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined service area. The service area is defined in Exhibit G.1, Service Requirements and Area Maps.

**C. Request of Work from Contractor**

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

**D. Contract Cost**

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1-2.7, Schedule of Prices, unless stated otherwise in the Contract. The term Form PW-2 herein refers collectively to all of the Forms PW-2.1-2.7, unless otherwise specified.

**E. Work Description**

The work under these specifications shall be the implementation of a Paratransit (Dial-A-Ride) Service. Passengers requesting a ride on this curb-to-curb demand responsive service will be required to call the Contractor's reservation dispatcher at least 24 hours in advance for their preferred pickup and return time.

The Contractor shall operate the Service subject to the provisions and requirements of this Contract. The Contractor shall do all of the following, including, but not limited to, providing executive and administrative management;

employment and supervision of all personnel, including supervisors, Service Vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of Service Vehicles and equipment; processing of warranty claims for the County's Service Vehicles; assisting in public relations, promotions, and patron complaints; mailing, processing, and storing client applications and correspondence, maintaining a database of client information and ridership records; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all Service Vehicle operations, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

The County has established the Service requirements and the Service area as described in Exhibit G.1, Service Requirements and Area Maps. If Contract Manager determines that Service may be improved by revisions to scheduling, Service Vehicle assignment, fleet size, or areas serviced, Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

The County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The Contractor must comply with these requirements.

F. Equipment

1. Paratransit (Dial-A-Ride) Vehicles

Service shall be provided by the Contractor using County-provided vehicles. The Contractor will operate Paratransit (Dial-A-Ride) Service utilizing County-provided vehicles to the maximum extent possible. When County-provided vehicles are unavailable, Contractor-provided vehicles shall be used for this Service. The Contractor shall use only Contractor-provided vehicles for all administrative purposes.

a. County-Provided Service Vehicles

The County may lease to the Contractor seven revenue Service Vehicles as described in Exhibit H.1, County-Provided Service Vehicles, hereinafter referred to as "County Service Vehicles". The County Service Vehicles may be leased to Contractor at the rate of \$1.00 per month. Upon receiving County Service Vehicles, Contractor shall be responsible for the operation and maintenance of the vehicles and for all costs for insurance, servicing, and storage.

b. Contractor-Provided Service Vehicles

The Contractor may be required to furnish seven replacement revenue Service vehicles, as described in Exhibit I.1 Contractor-Provided Service Vehicles Requirements, hereinafter referred to as "Contractor Service Vehicles" to either replace a loss of County Service Vehicles (due to traffic accidents, vehicle fires, etc.) or furnish additional revenue service vehicles as supplemental Service Vehicles because of changes in Service demand. The Contractor shall also be required to provide an appropriate number of spare Service Vehicles (a minimum of one spare vehicle).

Contractor-provided vehicles described must meet or exceed the requirements in Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

c. Temporary and/or Supplemental Contractor-Provided Service Vehicles

The Contractor may be instructed by the Contract Manager to provide temporary and/or supplemental Contractor-provided Service Vehicle(s) for Service in the event County Service Vehicles have been prematurely removed from the Service and not replaced or the demand for Service exceeds the capacity provided by the County Service Vehicles, or County Service Vehicles will be out-of-service for a prolonged period of time (e.g., major repairs, accident damage, Service Vehicle has reached its service life, etc.) in excess of 24 consecutive hours. The Contract Manager shall approve these Service Vehicles provided by the Contractor prior to being placed in Service. The County will pay the hourly rate for Contractor-provided Service Vehicles as specified in Form PW-2, Schedule of Prices.

The Contractor shall be responsible for providing sufficient and adequate Service Vehicles, including spare Service Vehicles, which meet or exceed the requirements described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The Contractor shall provide the Contract Manager with copies of current DMV registrations for Contractor-provided Service Vehicles and provide updated registrations throughout the duration of this Contract.

The County does NOT commit to replacing the existing County Service Vehicles, or to replacing any Contractor-provided Service Vehicles with County Service Vehicles. However, the County may do so at its discretion.

As required by the California Air Resources Board, any new Service Vehicle introduced into Service shall be low emission

alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline.

d. Support Service Vehicles

The Contractor shall provide all other Service Vehicles necessary for adequate supervisory, maintenance, and support in providing the Service. These Service Vehicles shall be in good operating condition and appearance. These Service Vehicles shall be provided at no additional cost.

e. Supplemental Taxi Service

The Contractor may provide supplemental taxi service, as necessary, to ensure on-time performance. Supplemental taxi service may also be used in the event that Service Vehicles are out-of-service for the day and return trips have not been completed.

2. General Terms for Paratransit Vehicles

Contractor shall acknowledge the receipt, condition, and working order of any County Service Vehicles and equipment. This acknowledgement applies to County Service Vehicles and equipment received at start of Service as well as those subsequently added to the fleet.

Contractor shall maintain all Service Vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to the Contract Manager. Upon request by Contract Manager, reports regarding the Service Vehicles' condition, operation status, complaints, or other relevant information pertaining to the Service shall be forwarded to the Contract Manager. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

In the event that one of the County Service Vehicles assigned to the Service breaks down, the Contractor shall provide the necessary spare Americans with Disabilities Act (ADA) - compliant Service Vehicle(s) equipped with air conditioning and lift equipment within 30 minutes. The spare Service Vehicles shall be similar in kind to the County Service Vehicles being used in this Service or as specified in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The cost of the spare Service Vehicles shall be included in the Contractor's overall Service operating costs. The Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to, the California Highway Patrol (CHP), the California Air Resources Board, South Coast Air Quality Management District, and ADA.

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. The Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing the Service as specified in this Contract.

Upon termination of this Contract, the Contractor shall return and deliver all County Service Vehicles, equipment, and all other peripheral equipment to the County (date, time, and address to be specified by the Contract Manager) with no deferred maintenance or damages with the exception for reasonable wear and tear.

Contract Manager may inspect Service Vehicles, equipment and all other peripheral equipment prior to the Contract's termination to assess condition of the Service Vehicles and equipment. The Contractor shall be responsible for performing all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until Contractor completes repair or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies within the time specified by Contract Manager.

Contractor shall, at its sole expense, repair or replace any County Service Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If the equipment is to be replaced by the Contractor, it shall be with a County-approved exact duplicate or as stipulated by the County. In lieu of a replacement Service Vehicle or equipment, the County may accept, at the Contract Manager's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the original cost of the Service Vehicle for any total loss within the first 90 days that a new Service Vehicle is placed into service.

The County's Net Book Value of Service Vehicles shall be based upon the straight-line depreciation over the years of useful life, from the date of final sale through the date of loss (DOL). Salvage value, if any, will be determined by the market value of the damaged asset at the DOL, as determined by the County, and will be credited to the Contractor. The original cost of the new Service Vehicle(s) is to be used as the basis for depreciation. All payments shall be made within 90 calendar days of DOL. Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

Should Contractor-provided Service Vehicles be required, the Contractor shall supply a sufficient number of adequate Service Vehicles, all well maintained and in good and clean condition. Their air conditioning and lift

equipment shall be in good working order. The Contractor shall supply spare Service Vehicles in the event of a County Service Vehicle shortage, not exceeding a period of 48 consecutive hours, and substitute Service Vehicles in the event of a County Service Vehicle shortage exceeding a period of 48 consecutive hours.

Contractor shall supply a two-way communication dispatch system in all spare and substitute Service Vehicles to ensure a consistent fulfillment with the terms of this Contract. Shortages may occur when County Service Vehicles are out-of-service for repairs, when Service Vehicles are in the process of being replaced, or if demand has exceeded the availability of County Service Vehicles.

Further, the Contractor shall actively monitor its compliance with the above-mentioned equipment requirements and shall at all times during the term of this Contract ensure that such requirements are satisfied.

3. Communication Equipment

Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC).

Contractor shall provide adequate two-way radio communication equipment for all Service equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and the Service Vehicles while in Service. As a supplemental communication system between the dispatch center and the vehicle operators, the use of hands-free mobile cell phones are permitted.

Contractor shall be responsible for the proper maintenance of said equipment on all Service Vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use. The Contractor shall be responsible for the licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

For the convenience of residents telephoning to make reservations, the Contractor shall provide a multiline telephone service with a feature to queue incoming calls. This feature will answer all calls by the fourth ring and provide call-in patrons with their estimated wait time and or their position within the queue.

4. County Telephone Number

Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number, (323) 560-4646.

5. Dispatch Software and Advanced Vehicle Electronics

Contractor shall deploy a comprehensive dispatch system. The required system shall process each of the following elements (hardware and software):

- a. A comprehensive and integrated dispatching software (e.g. "Trapeze"). This software shall:
  - i. Take inputs (pick-up locations) and provide the optimal routes with schedules, based on available vehicles.
  - ii. Dynamically adjust with changes or new inputs (new pickups, cancellations, etc.)
  - iii. Provide management/performance reports.
- b. Mobile Data Terminals (MDT) shall be installed in each Service vehicle collecting real time schedule and passenger information. This is the interface for the driver to both receive and input information. This shall be integrated and interfacing with the dispatching system in real-time.
- c. Global Positioning Satellite (GPS) receivers shall be installed in each Service vehicle; if a portable system is used, one GPS receiver is assigned to each Service vehicle. This is to provide real time location of the Service vehicle and shall be integrated and interfacing with the dispatching system in real-time.

The dispatching software shall be integrated with both the MDT and the GPS receivers installed in each Service vehicle. The dispatching software must be able to sort patrons by specified area.

The Contractor shall equip Service vehicles with MDT and GPS at its own expense. The Contractor shall remove its equipment from the County Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above. The Contractor's failure to implement the dispatch software and the MDT and GPS by the deadline may be grounds for the immediate termination or suspension of the Contract at the County's discretion based upon progress made to date.

6. Automated Vehicle Locator (AVL) Devices

The County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and



contain GPS functionality along with remote diagnostic information. These units will report to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc.

Once installed, the AVL device does not require servicing/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within two weeks of the date of loss/damage unless otherwise approved by the County due to unforeseen circumstances. The device shall be provided and installed by a County approved vendor.

Contractor is responsible for ensuring that installation of these AVL devices does not violate any collective bargaining agreements between Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

7. Internet Access and E-Mail

The Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. The Contractor shall provide unique e-mail addresses for the Program Manager and the Maintenance Manager. The Contractor shall provide the County with these e-mail addresses before Service begins.

The Contractor is given 30 calendar days from the notice that it has been awarded the Contract to purchase, install, train, and fully implement an Internet access and e-mail system as described above.

The required periodic items and other communication, including the monthly reports, identified in this Contract, may be done through e-mail for convenience and timeliness. To the maximum extent possible, all of the Contractor reports (even items transmitted by mail or personally delivered) shall also be transmitted to the County electronically.

8. Office Staff Computer Skills

The Contractor shall ensure that staff assigned to this Contract are familiar with the Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, and Microsoft Outlook) and/or their equivalent. Staff shall possess the required skills to create, edit, and transmit data supplied in

the above Microsoft Office Professional software formats or their equivalent.

9. Business Contact Telephone Number

The Contractor shall provide County with a business contact telephone number that shall be answered by a live person during Service operating hours. The person answering the telephone shall be able to put the Contract Manager, or his/her designee, in contact with key management personnel in case of an emergency.

10. 24-Hour Contact Information

The Contractor shall maintain a 24-hour emergency contact system that utilizes a pager, cellular telephone, management telephone tree, or other means to contact a manager 24 hours per day and 365 days per year. The Contractor shall provide Contract Manager with information on how to contact a manager through the emergency contact system before the Service begins. A manager shall contact the Contract Manager within one hour after being so requested, including during non-business hours. This manager shall be able to address operational issues in case of an emergency.

G. Vehicle Storage, Maintenance, and Fueling Facilities

The County will not provide any storage or maintenance facilities for the Contractor.

The Contractor shall provide appropriate vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of both Service Vehicles and equipment. The facilities shall include:

1. An enclosed workspace sufficient to allow maintenance personnel to repair Service Vehicles and be protected from the weather.
2. A concrete shop floor capable of withstanding the maximum weight of Service Vehicles.
3. A security-fenced, paved, and lighted area for overnight Service Vehicle parking with adequate spaces for all Service Vehicles.
4. A compressed air supply.
5. Tire changing equipment.
6. Battery maintenance equipment and spare batteries.
7. Vehicle lubrication equipment.

8. All tools and equipment necessary to perform required preventive maintenance activities.
9. All tools and equipment necessary to service vehicles, to perform component adjustments, and to make mechanical repairs.
10. Equipment necessary to wash and clean vehicles in accordance with this Contract.
11. Adequate secured storage area for tools, equipment, and parts.
12. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest Service Vehicle six feet above the floor for maintenance purposes.
13. Fueling facilities are the responsibility of the Contractor. The Contractor shall make appropriate arrangements to fuel Service Vehicles before or after scheduled service hours. Each vehicle should start the day with a full fuel tank to avoid the need of refueling during service hours. The fueling should be completed early enough so that an early pickup may be accommodated at the start of service.
14. Fueling facility and ability to provide liquefied petroleum gas (LPG) or compressed natural gas (CNG) if vehicle specified and/or when County purchases new vehicles. It is acceptable for Contractor to obtain CNG fuel off-site.

H. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All Service Vehicles, vehicle equipment, and any other equipment necessary to provide this Service, shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Contract Manager and in accordance with the manufacturers' recommended maintenance procedures, as well as with applicable Federal and State regulations. Contractor shall maintain a "Satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract.

If the Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps to be taken to correct each deficiency.

Failure of the Contractor to take the necessary actions to improve their terminal inspection rating to a "Satisfactory" rating within six months of receiving a rating below "Satisfactory" shall be grounds for termination or suspension of the Contract. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide the Contractor with the written manufacturer's warranty, if any, for each County Service Vehicle. The Contractor shall become the County's designated warranty agent for all County Service Vehicles provided for Service. The Contractor shall be responsible for ensuring that the Service Vehicle manufacturers and all component manufacturers perform or reimburse the Contractor for all work and parts that are covered under warranty.

The Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all Service Vehicles used in this Service using Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. The Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to the Contract Manager upon request. The Contract Manager may remove Service Vehicles from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all Service Vehicles shall be kept free of litter and debris to the maximum extent practicable throughout the operating day. Service Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of Service Vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all Service Vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails.

All foreign matter, such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning

process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery.

If seat upholstery has been damaged, the Service Vehicle shall not be returned to revenue Service until it has been repaired. The Contractor shall replace seat covers and/or seat boards that are worn or damaged and cannot be professionally repaired using materials that are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of Service Vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the Service Vehicles.

b. Service Vehicle Exterior

The exteriors of all Service Vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. The exterior washing shall include Service Vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as, tires, bumper fascia, fender skirts, and door edge guards, etc., shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance.

The Contractor shall be responsible for maintaining the artwork and decals on the exterior of the Service Vehicles.

c. Fumes

At all times the interior passenger compartments of Service Vehicles shall be free of fumes from the engine, engine compartment, and exhaust emissions system of Service Vehicles.

d. Graffiti

The County has a zero tolerance policy for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from revenue Service. The Service Vehicle shall not be returned to Service until the graffiti has been completely removed by the Contractor.

4. Daily Pre-trip and Post trip Service Vehicle Inspection and Servicing

Prior to being placed in Service each day, each Service Vehicle shall receive a daily pre-trip inspection by the operator. At the end of each day,

each Service Vehicle shall receive a daily post trip inspection by the operator.

Contractor's daily Pre-trip and Post trip Service Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by the Contract Manager, and at a minimum, shall include all items from Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. The daily pre-trip and the post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service Vehicles. Daily pre-trip and post trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA-compliance. Prior to the next pullout, the Contractor shall repair or replace any Service Vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each Service Vehicle operator performing the daily pre-trip and post trip inspections shall be required to fill out an inspection report form and turn it in to the Maintenance Manager. A record of all such inspections shall be kept by the Contractor and shall be submitted to County upon request.

Contractor shall perform daily servicing on all Service Vehicles used in the Service. Daily servicing shall include, but is not limited to, checking and adding fuel, engine oil, coolant, water, and transmission fluid; performing brake, light, and flasher checks; inspecting tires and tire pressure; inspecting wheelchair lift or ramp; interior sweeping and dusting; exterior and interior visual inspection; and the checking of all Service Vehicle performance defects reported by the driver(s) to identify potential safety and reliability items requiring immediate attention.

Contractor shall document the daily servicing on the daily Pretrip and Post trip Service Vehicle inspection reports in a written checklist format (example shown in Exhibit K.1, Driver's Daily Vehicle Report).

5. Wheelchair Lifts or Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance. Wheelchair lifts or ramps shall be fully operational whenever a Service Vehicle is used in Service. It is unlawful to assign Service Vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement

along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. Contractor's duty and responsibility to maintain all Service Vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of the Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all Service Vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, GPS Receivers, and MDTs installed by the Contractor on County Service Vehicles shall become the property of the County.

c. Service Vehicle Damage

Contractor shall, at its expense, cause any Service Vehicle damaged, as a result of an accident or otherwise, to be replaced or repaired immediately in case of damage impairing the proper and safe mechanical operation of the Service Vehicle. All other Service Vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Contract Manager, law, or regulation. If the Contractor cannot complete the work within the time specified, the Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. At Contract Manager's sole discretion, the deadline may be extended. Contractor shall log and keep an accurate and up-to-date record of all Service Vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (see Exhibit M.1, Preventive Maintenance).

Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of 500 miles cannot be added to successive maintenance

intervals. For instance, if the Service Vehicle manufacturer recommends maintenance at a 3,000 mile interval, then the Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles; 6,000 miles plus or minus 500 miles; etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and the Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each Service Vehicle indicating the date each inspection took place, a description of all work done to the Service Vehicle, the parts and supplies used, employee identification, signatures of the mechanics who performed the work, and the maintenance supervisor who inspected the work. PMI reports shall be submitted along with monthly service invoice.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of the schedule.

Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable Service Vehicles, nor shall Service be interrupted due to lack of prior written consent to perform maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the Service Vehicle was in operation since the prior inspection. In addition, visual inspections of the brake systems shall occur weekly and be recorded as part of the maintenance records.

f. Heating, Ventilation, and Air Conditioning

The Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while the Service Vehicle is in Service.

The Contractor shall maintain the Service Vehicles' HVAC system in an operable condition at all times throughout the year.



g. Spare Parts

The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times.

h. Service Vehicle Towing

In the event that towing of any Service Vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing Service Vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor.

7. Service Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service Vehicle containing, at a minimum, the following information:

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. PMI Reports
- h. Daily Pre-trip Service Vehicle Inspection Reports
- i. Daily Post trip Service Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

The Contractor shall make available and submit the entire file to Contract Manager, the CHP, and/or other regulatory agency upon a request to do so at any time.

8. Applicable Service Vehicle Codes and Regulations

All Service Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a paratransit (Dial-A-Ride) Service Vehicle as applicable. All parts of Service Vehicles and all equipment mounted on or in Service Vehicles shall conform to the California Vehicle Safety Standards and the California Code of Regulation (CCR), Title 13.

Contractor shall comply with the CHP Motor Carrier Safety Regulations provided in Title 13, Division 2 of the CCR. Each Service Vehicle is required to be available to be inspected annually by Contract Manager and/or by the CHP. The Terminal Manager's Compliance Checklist Exhibit N.1, is provided as guidance. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to Contract Manager within one business day, and any applicable signed certification shall be displayed or carried on the Service Vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and inform Contract Manager of correction.

I. Fares

The Contractor shall charge a fare of 50 cents per one-way ride for the Service. The escorts for persons with disabilities shall not be charged a fare.

All fares shall be retained by the Contractor to partially finance the cost of Service and shall be subtracted from the monthly invoice for the Service. The monthly revenue amount is subject to audit and shall be reported in the monthly statement to Contract Manager. The Contractor shall, upon request of Contract Manager, accept passes or vouchers issued by the County in lieu of the cash fare specified herein. The County may alter the fare to be charged and the Contractor shall adhere to any changes to the fare structure.

J. Fare Security

The Contractor shall be responsible for the protection of fare box revenues. The Contractor shall establish and maintain fare collection and security policies and procedures, subject to the approval of the County. The Contractor shall keep an accurate accounting of all revenue received, as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. The Contractor shall conduct or assist in any investigation of revenue security as determined necessary by the County.

K. Rates and Compensation

Unless otherwise provided for herein, the "Vehicle Rate" and the "Supplemental Rate" shall cover all Contractor costs for the Service to be provided pursuant to this Contract.

1. County Service Vehicles

For County Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with County Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County Service Vehicle monthly rental fees of \$1.00 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of the Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

2. Contractor-Provided Service Vehicles

The Contractor may be instructed by Contract Manager to provide and/or operate additional and/or substitute Service Vehicle(s) for this Service in the event demand for the Service exceeds the capacity provided by County Service Vehicles. Increased demand may result from an increase in ridership and/or Service Vehicle shortage. Shortages may occur when Service Vehicles are out-of-service due to maintenance, repair, replacement or other reasons that are beyond the Contractor's control. The substitute Service Vehicles provided by the Contractor are to be approved by Contract Manager prior to being placed into Service.

For Contractor-provided Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with Contractor-Provided Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 2, hereinafter referred to as "Contractor-Provided Service Vehicle Rate;" ii) less fares; and iii) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Revenue Hours shall be subject to review and

approval of the Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

#### Coordinated Service Vehicles

In the event that the Contractor uses Contractor-provided Service Vehicles to coordinate rides with other jurisdictions or programs during the Service hours specified in Exhibit G.1, Service Requirements and Area Maps, the Service Vehicle Revenue Hours between those jurisdictions shall be prorated as follows: the County's share of the Service Vehicle Revenue Hours for the Contractor-Provided Service Vehicle(s) will be determined by dividing the number of County riders to the total number of riders on the Contractor-Provided Service Vehicle(s), and multiplying it by the number of Service Vehicle Revenue Hours where the Contractor-Provided Service Vehicle(s) transported County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of Service Vehicle Revenue Hours.

#### 3. Supplemental Taxi Service

The County will pay the Contractor on a monthly basis an amount equal to the number of taxi service miles provided with supplemental Service Vehicles times the taxi service mile rate, hereinafter referred to as "Taxi Rate." Taxi Service miles are defined as the actual miles traveled from the point of pickup to drop-off destination. The Taxi Service mile rate for the term of this Contract is reflected in Form PW-2, Schedule of Prices.

#### 4. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the Vehicles in the fleet that use gasoline. There will be no adjustment for vehicles that use propane. Rate adjustments for other alternative fuels are subject to Contract Manager approval.

In addition to items 1, 2, 3, and 4, stated above, the Director may adjust up to 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at [https://www.eia.gov/dnav/pet/PET\\_PRI\\_GND\\_DCUS\\_SCA\\_M.htm](https://www.eia.gov/dnav/pet/PET_PRI_GND_DCUS_SCA_M.htm) or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, "as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date



and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation in the Schedule of Prices (PW-2). Public Works shall be permitted to audit the Contractor’s fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the service and the Contractor shall provide records pertaining to its fuel costs upon the County's request. Contractor shall immediately notify the County if the Contractor changes from purchasing fuel using market prices, to a long-term agreement for fuel purchases.

Following sample data will be used to calculate sample calculation of fuel adjustment:

Sample Calculations for Purchasing Fuel at Market Prices

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2017

Contract start date: July 2018

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2017	345.02 cents per gallon
Gasoline (Regular) - April 2018	383.23 cents per gallon
Percent change in Gasoline	11.1% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for July 2018	$\$35.00 + \$0.39 = \$35.39$

Sample Calculations for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2017 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: July 2018

Renegotiation of Fuel Price: January 2018 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2017	300.00 cents per gallon
Gasoline (Regular) - January 2018	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for January 2018	$\$35.00 + \$0.29 = \$35.29$

L. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which the Contractor is not compensated under the aforementioned rate. County shall allow Contractor to pass through the amounts necessary to cover the following specific items only if Contract Manager has authorized the work in writing prior to Contractor's initiation of work for the item(s). Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units (County Service Vehicles Only)

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County Service Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with work. Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and replacement of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of Contractor and are not eligible for reimbursement.

Please note that if the Contract Manager determines that the damage to engines, transmissions, and/or differential units were caused or were the result of negligence or lack of action (including timely preventive

maintenance and warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

2. Air Conditioning Units (County Service Vehicles Only)

The County recognizes that during the term of this Contract the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with the recommended work. Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County.

Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

Please note that if the Contract Manager determines that the damage to the air conditioning compressors and or compressor clutch unit were caused or were result of negligence or lack of action (including timely preventive maintenance and warranty lapses) by the Contractor the costs associated to make such repair(s) will not be eligible for reimbursement.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor-provided Service Vehicles per County's request.

Should a County Service Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct the Contractor in writing to proceed with the work. Contractor will only be permitted to pass through to the County only costs related to the repaint and/or graphics/decals.

If the County Service Vehicle is in an accident, all costs associated with the vehicle repair, in order to restore the vehicle to County specifications, shall be the responsibility of the Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that Contract Manager determines was caused or attributed to

the negligence or lack of action by the Contractor will not be eligible for reimbursement. All work related to the pass-through costs shall be approved in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

If Contractor believes that a County Service Vehicle may require a complete mechanical overhaul, and/or rehabilitation, that is not covered by the Service Vehicle's warranty, Contractor shall notify Contract Manager in writing in order to ensure that any work performed on County Service Vehicles meets or exceeds County's specifications and/or requirements. In such instances, County will inspect the vehicle and make a determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the work necessary as part of County's assessment.

The facility shall employ mechanics properly certified in order to perform the necessary work. County reserves the right to inspect and approve the facility where the work shall be performed and the right to perform preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle. After the completion of the overhaul and/or rehabilitation of the County Service Vehicle, Contractor shall invoice County for such work along with all necessary and required documentation, as determined by Contract Manager. Contractor shall withhold 5 to 10 percent of the total amount due to the selected facility until Contract Manager's final acceptance of the vehicle.

The final acceptance will be made after the County Service Vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percentage of the withholding fee and the time period applicable in each instance. County will withhold the applicable percentage from the amount due to the Contractor until the Service Vehicle passes the testing period. Contractor shall invoice the County for any remaining balance after Contract Manager's final acceptance of the vehicle.

Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. AVL Devices (County Service Vehicles Only)

If an AVL device installed on a County Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County will be responsible for the cost of replacement.



6. Other Pass-Through Costs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to County Service Vehicles that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs for items not specifically mentioned above, the Contractor shall present the required scope of work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval of the work to be performed, in writing, prior to commencing any work.

M. Monitoring and Auditing Service

1. Monitoring Service

In order to document the Service, Contractor shall maintain all Service records as requested by County and as required for good business practices. Contractor shall monitor the Service, schedules, and ridership in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce or increase the hours of operation or the frequency of operations.

County shall have the right to have authorized County personnel board, at no cost to the County, all Service Vehicles utilized by the Contractor in the performance of this Service for the purpose of monitoring the Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to this Service or the Contractor's operation of any similar service upon request by the County and approval by the other agency. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

County, or any person authorized by County, shall at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

3. Surveys and Questionnaires

Additional documentation of this Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Contract Manager. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

N. Personnel

County shall have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Project Manager or Maintenance Manager, as described below, at any time prior to or after the execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with public to give courteous, accurate information concerning Service. Contractor shall require that all personnel report all passenger complaints and/or operational problems to the Project Manager, as described below. The Contractor shall maintain a daily diary (log) for this purpose and shall be subject to inspection by County.

Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of concern.

1. Project Manager

The Contractor shall designate a Project Manager who has a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency (ies) whose responsibility shall be to oversee the day-to-day operations of the Service. Project Manager shall have full authority to act for Contractor and shall be reachable via office or cellular telephone during the hours of Service.

Project Manager shall provide both on-line supervision and management of the Service's accounts and operating records. Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, Microsoft Outlook) and/or their equivalent. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager and Contract Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County, which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. On-Line Supervision

On-line Supervision shall include, but is not limited to, the following duties:

- i. Training and scheduling of all regularly assigned Service personnel.
- ii. Arranging the assignment of quality back-up personnel whenever necessary.
- iii. Distribution and collection of operating reports.
- iv. Daily monitoring of ridership and the collection of all fares.
- v. Supervision of all Service staff to ensure the provisions of quality service meet or exceed the requirements of this Contract.

b. Service Management

Service management shall include, but is not limited to, the following:

- i. Preparation of monthly summaries of operations data on a per Service Vehicle basis.
- ii. Maintenance of Service accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all County Service Vehicles and Contractor-provided Service Vehicles, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fare boxes, schedule holders, destination signs, etc.
- v. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the County in a timely manner.

2. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor who shall be reachable by Project Manager via office or cellular telephone during the scheduled hours of Service.

Road Supervisor duties include, but are not limited to, the following:

- a. Ensure quality service delivery on a regular basis;

- b. Facilitate fleet deployment while performing pre-trip and post trip inspections;
  - c. Monitor and document on-time performance;
  - d. Provide extensive field support in an effort to minimize service interruption;
  - e. Address specific service problems and service interruptions; and
  - f. Complete specific services, as requested.
3. Telephone Reservation and Dispatch Personnel

The Contractor shall employ telephone reservationists and dispatching personnel with excellent customer service skills. Special care and attention shall be made to recruit and continuously train staff on the methods required when working with seniors and persons with disabilities to meet the requirements specified in this Contract.

4. Office Personnel

Contractor shall employ personnel during Service operating hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel shall be able to use the following three Microsoft Office Professional suite programs: Microsoft Word, Microsoft Excel, Microsoft Outlook, and/or their equivalent. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

Contractor shall employ personnel to monitor the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience collecting National Transit Database (NTD) information for a community Dial-A-Ride service located within the County of Los Angeles.

Their duties shall also include, but are not limited to, the preparation of daily, weekly, monthly, biannual, and annual reports required by the County.

5. Office Personnel - Training Program

Office personnel, including, but not limited to, telephone reservationists and dispatchers, must complete training before they begin to work with



customers independently and must receive periodic refresher courses. The Contractor is responsible for having or developing a training program that includes at a minimum of the following topics:

- Customer Service
- Telephone Etiquette
- Proper Handling of telephone inquiries
- Dealing with difficult situations
- Sensitivity training for working with persons with disabilities
- Sensitivity training for working with the elderly
- Reservations
- Dispatcher training
- Project Management training

The Contract Manager will review and must approve Contractor's training program. All training material must be submitted to Contract Manager upon request.

The training program submitted for the Contract Manager's review must include samples of the training material for each topic listed above and any other training material Contractor will use for topics not listed. It must identify the trainer and provide their job title. The training program must include a schedule indicating the frequency of training and refresher sessions. Contractor is responsible for maintaining records of all training provided to each employee during the duration of this Contract. Contractor will notify Contract Manager with any changes, deletions, or additions to the training program within three working days. The Contract Manager has the right to reject changes.

This training, in full or in part, may be given to other staff in addition to mandatory training programs applicable to their duties that are conducted by "certified" instructors and are required to meet all Federal, State, and local requirements and standards as specified in this Scope of Work.

6. Service Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate Service Vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment selection, controlled substance and alcohol testing, screening,

training, scheduling, supervision, discipline, termination, and all other functions with regard to the Service Vehicle operators.

a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate or maintain Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence" or any other information that warrants rejection.

Contractor shall check California DMV records (Pull Notice Program) at least every six months, beginning at the start of Service, for accidents, Vehicle Code violations, and valid commercial driver's licenses of those employees whose job requires them to operate any Service Vehicle. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff exceeding the California DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

Contractor shall be responsible for each Service Vehicle operator in meeting the following requirements. All Service Vehicle operators shall:

- i. Have a valid California Class B driver's license (with a minimum of a "P" endorsement) and a valid medical examination certificate, ADA training, nondiscrimination training as well as any other required licenses or endorsements required by Federal, State, and local regulations. A Service Vehicle operator, who does not pass the medical examination, shall not be permitted to operate a Service Vehicle.
- ii. Assist passengers confined to wheelchairs in boarding Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
- iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and

skirt/slacks or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Service Vehicle operators shall display their name tag/badge.

- iv. Assist passengers who have difficulty negotiating the steps of the vehicle.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation (CPR) and first-aid training at all times during Service Vehicle operations.

c. Operator Training

The Contractor shall be responsible for all Service Vehicle operator training. The Contractor's training programs shall be conducted by a "certified" instructor and meet all Federal, State, and local standards. At a minimum, the training program shall include the following:

- i. Proper operation of the Service Vehicle to be used in Service, including defensive driving and Service Vehicle handling. Proper operation of Service Vehicles equipment wheelchair lifts/ramps/tie-downs, communication equipment, and other equipment to be used on Service Vehicles.
- ii. Training in passenger relations, ADA, nondiscrimination requirements, fare collection, the Service area, schedule orientation, and on-time performance requirements. In addition, drivers shall be trained in the use of any special vehicle electronics including, but not limited to, the Advanced Vehicle Information (AVI) system's Mobile Data Terminals (MDT), Advanced Vehicle Locators (AVL), and the two-way radio communications equipment.
- iii. Ongoing customer service and safety program training to ensure a safe operating environment. Training shall place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer satisfaction. This education and training will include courtesy and empathy towards the needs of senior citizens and those with disabilities. This requirement pertains to relief Service Vehicle operators as well as regularly assigned Service Vehicle operators.
- iv. DMV regulations and company policies.

- v. Service area, fare structure, and attendant policies for escorts traveling with persons with disabilities or mental impairments.
- vi. Accident and emergency procedures and reports.
- vii. American Red Cross or County-approved equivalent training for CPR and first aid.
- viii. Regular and on-going formal safety instruction for all operating personnel assigned to perform any activities under this Scope of Work. Personnel shall be required to attend scheduled safety meetings at least four times per year.
- ix. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. Contractor shall submit an annual preplanned training schedule to Contract Manager. Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

7. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified maintenance personnel with the expertise to maintain and service all vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel.

Maintenance personnel shall be supervised by a designated Maintenance Manager, who shall have a minimum of three years of experience in maintaining similar fleets of paratransit vehicles. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-18.1, are Automotive Service Excellence (ASE) certified in A5 ASE Automobile & Light Truck Brakes



test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months, from the start of the Contract, to comply provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Automobile & Light Truck Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one (1) ASE test area per ASE test cycle. Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, wheel chair lifts, bus electrical systems, etc. The training program is subject to review and input by County. The Contractor shall develop a formal training program necessary to maintain highly qualified, well-trained maintenance personnel and to keep abreast of new equipment and maintenance techniques.

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act - Motor Vehicle Air Conditioning, or possess the equivalent Automotive Service Excellence (ASE) Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency (EPA) approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time, if a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

8. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention

Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on Service Vehicles as requested by County. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

Contractor shall not place any form of advertising inside or outside of any Service Vehicle unless directly authorized in writing by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Contract Manager. Proceeds of any advertisement shall be remitted to County.

P. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of persons with disabilities and senior citizen passengers.

If Contractor has knowledge that any Service Vehicle herein described will be nonoperational at any time during the Service, Contractor shall immediately notify Contract Manager and Contractor shall arrange for substitute equipment as approved by the Contract Manager. Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including Service area modifications required as a result of a declared emergency. The Contractor shall strive to maintain on-time performance.

Contractor shall be required to attain certain levels of performance. Failure to achieve the performance levels, as outlined in this Contract, may result in assessed liquidated damages and potentially the termination or suspension of this Contract for default.

Contractor shall strive at all times to provide Service in a manner that will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service may conflict, the following standards are intended to be reasonably attainable to Contractor, fair to the customer, and consistent with the County expectations:

a. Ridership Per Hour

The Contractor, at a minimum, shall transport an average of 3.5 passengers per hour (total passengers/total Service Vehicle revenue hours) of Service Vehicle operations.

b. On-Time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including service area modifications required as a result of a declared emergency.

However, Contractor will not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, road closures or detours, Service Vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations. Contractor shall provide sufficient documentation of each situation to County on a timely basis.

For scheduled service requests for each calendar month, 95 percent of all requests shall be picked up within 20 minutes after scheduled pickup time.

Maximum dwell time shall not exceed 10 minutes. An exception would be a customer who is within the eyesight of the Service Vehicle operator and is clearly making his and or her way to the Service Vehicle. The Director's expectation would be for the dwell time to be extended permitting the passenger to arrive and board the Service Vehicle.

c. Curb to Curb

Service shall be curb to curb. While the County's expectation is to provide this Service as a curb-to-curb type operation, if and/or when future governmental legislation and/or regulations are changed requiring a modification in operational mode from curb to curb, the Contract Manager will work with the Contractor to modify the Service as required.

3. Phone Wait Time

Contractor shall provide a telephone call sequencer, which provides statistical reports on phone calls. The sequencer shall answer calls by the fourth ring. Within 60 seconds of the sequencer answering the call, a live person shall answer 95 percent of all calls in each calendar month.

4. Length of Rides

Passenger trip lengths shall be kept to a minimum. In no event shall Service be scheduled such that a passenger is forced to remain on the Service Vehicle for more than 59 minutes from the scheduled pick up point to the scheduled drop-off point.

5. Complaints

Complaints shall be resolved as soon as possible but no later than two business days after the complaint was received. In the event that a complaint is received by Contractor, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days regarding the Contractor's recommended action for resolving and preventing future such complaints.

Repeated and substantiated complaints of the same type may result in the assessment of liquidated damages and potentially the termination, or suspension of the Contract.

6. Road Calls

In the event of an In-Service breakdown of a Service Vehicle, the maximum response time for the substitute Service Vehicle to reach the patrons of the failed Service Vehicle shall be 30 minutes. All breakdowns shall be handled to ensure maximum availability of Service Vehicles.

Replacement Service Vehicles and/or drivers shall continue Service within 30 minutes. Replacement Service Vehicles shall be ADA-compliant. Failure to provide a replacement Service Vehicle and/or driver will be a material breach of contract and may be cause to terminate this Contract.

County reserves the right to establish additional criteria regarding the reliability of the response in the event of an In-Service Vehicle breakdown.

7. County Service Vehicles

If the Contractor has knowledge that any County Service Vehicle herein described will be non-operational for a period of more than 48 hours during the term of this Contract, the Contractor shall notify Contract Manager and Contractor shall arrange for substitute equipment, (spare Service Vehicle) as approved by Contract Manager. The Contractor shall

furnish a substitute Service Vehicle subject to all the conditions of the Contract.

If Contractor operates other Service Vehicles, equipment, or facilities in conjunction with providing other services to be covered under this Contract, which have excess capacity, Contractor may utilize said Contractor-provided Service Vehicles, equipment, and facilities to partially or completely satisfy this Contract's requirements, except said Contractor-provided Service Vehicles, equipment, and facilities shall meet all applicable provisions of this Contract and shall not create unreasonable inconvenience to the patrons to be served under this Contract, including, but not limited to, applicable provisions herein regarding response times to requests for service. Any such Contractor-provided Service Vehicle shall be acceptable to Contract Manager.

Contractor shall track trip request turndowns, on-time performance, and scheduled pickup time versus actual pickup time. This information shall be forwarded to Contract Manager upon request.

Q. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services.

In the event of a declared emergency, Contractor shall cooperate with and deploy Service Vehicles in a manner described by the County Sheriff or local police. In addition, Contractor shall notify Contract Manager the same business day of the request to alter deployment of any Service Vehicle.

R. Special Service Operation to Support a Non-emergency

Contractor may be asked by Contract Manager to provide service in support of special events or community programs. Contractor shall provide this service pursuant to the terms of this Contract.

S. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of three years following expiration, termination, or suspension hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.



Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Controller's Uniform System of Accounts for Public Transit Operators.

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate the productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County.

Operational reports shall include, but are not limited to, the categories described below. Reports shall be in the format provided by the County in Exhibit J.1-R.1. If a report format is not provided by the County, the Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form, indicating Service Vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time points, the number of passengers that boarded each Service Vehicle, the amount of revenue collected on each Service Vehicle, and the number of wheelchair boardings. The report shall be on a Service Vehicle and trip-by-trip basis for each Service Vehicle (Exhibit R.1, Daily Transportation Trip Sheet). The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any trips that departed early or late in a format approved by County.

b. Monthly Service Reports

Contractor shall submit to the County a report that includes, but not limited to the following: ridership, actual number of Service Vehicle Revenue Hours, Service Vehicle Revenue Miles, total Service Vehicle Hours, total Service Vehicle Miles operated, safety/security incidents and fuel used (type and amount per Service Vehicle).

c. On-Time Service Report

Contractor shall submit a report on Service Vehicle on-time performance. The report shall include as a minimum a trip-by-trip Service Vehicle dwell time and on-time performance. Information shall be compiled and provided for each Service Vehicle on a daily basis for each monthly period and shall include a summary thereof. The report shall include date, patron's name, address, scheduled pickup, actual pickup, and in the window (Y/N). The summary report shall include total number of trips on time, total late trips, total early trips, and the on-time performance ratio.

d. Reservation Telephone Reports

Contractor shall submit to County a monthly telephone log of the patron reservation system. This report shall include, at a minimum, the name of the patron, the date of the call, the time of day the call was received, the wait time on hold before the call was answered (remained in the wait queue) and the total length of time of the call once contact was made with a dispatcher. Information shall be compiled and provided on a daily basis for each monthly period and shall include a summary thereof.

e. Daily Pre-trip and Post Trip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each Service Vehicle to perform a daily pre-trip and post trip Service Vehicle inspection and daily Service Vehicle servicing as required herein. Each such inspection and servicing shall be documented on a report that shall be completed and signed by each Service Vehicle operator assigned to a Service Vehicle each day (an example is shown in Exhibit K.1, Driver's Daily Vehicle Report). The Daily Pre-trip and Post trip Service Vehicle Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination/suspension.

f. Weekly Maintenance Inspection Report

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor as well as being submitted to the County. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after contract expiration/termination/suspension.

g. Missed Trip Report

A trip is considered missed when the Contractor fails to pick up the scheduled rider. A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be

specified, along with the dates and times, Service Vehicle number and trip number, and the affected total revenue miles and hours.

h. California Highway Patrol (CHP) Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

i. Passenger Complaint Reports

Project Manager shall document passenger concerns, problems, and complaints and describe any action taken to resolve these issues. Copies of said documentation shall be submitted to Contract Manager by the business day following identification of the problem or receipt of any passenger complaint. Contractor shall submit to Contract Manager a summary of passenger problems, concerns, and complaints no later than the 15th day of the following month. In the event that there were no passenger problems, concerns, or complaints received for the previous month, a written statement of this fact may be submitted to the County in place of a monthly report no later than the 15th day of the following month.

j. Operational Problems, Safety Concerns, and Deficiencies

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported to Contract Manager by telephone within one hour of its occurrence.

In addition, Contractor shall submit a written report to Contract Manager describing any operational problems or complaints and action taken within two business days following identification of such problems or complaints.

k. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and non-collision) involving Service Vehicles. The monthly summary shall include the date, Service Vehicle number, location, operator, and accident description, including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 Service Vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report, per Exhibit L.1, DPW Vehicle Accident or Incident Form to the Contract Manager.

**In the event of an emergency during after hours, Contractor shall call the Public Works radio room at (626) 458-HELP.**

Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- i. Collisions between a Service Vehicle and another Service Vehicle, person, and/or object.
- ii. Passenger accidents, including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- iv. Any accidents witnessed by the Contractor's operator(s).
- v. Vandalism to Service Vehicle.
- vi. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.
- vii. Any passenger, driver, supervisor, or Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day).
- viii. After each traffic accident or incident involving a County Service Vehicle, Contractor shall complete Exhibit L.1, Vehicle Accident or Incident Form. The form shall be submitted to Contract Manager within one business day along with any other supporting information about the Service Vehicle accident or incident (e.g., driver's statement, police report, witness contact information, photos, etc.).

I. National Transit Database (NTD) Report

Contractor will partner with the County in collecting data, reporting and submitting the annual NTD report. On a monthly basis, the Contractor will be required to collect NTD data/reports electronically, on the form provided in Exhibit Q.1, NTD Paratransit Annual Summary Report. Contractor will provide County with an accurate and complete annual summary of paratransit data in Exhibit Q.1. This data will be used for the annual NTD report to the Federal Transit Administration (FTA). Contractor shall maintain and make available, for a minimum period of three years after Contract expiration/termination/suspension, to County, and or

appropriate agencies, records and backup information pertaining to the NTD Paratransit Annual Summary Report.

m. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents for a minimum period of three years after Contract expiration/termination/suspension.

n. Maintenance Records and Reports

Contractor shall maintain an individual file for each Service Vehicle. Each file shall include detailed records for the reporting period and an analysis of any trends. All such records and reports shall be prepared and maintained in accordance with any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with County Service Vehicles and equipment.

Contractor shall submit the following reports to County with the monthly invoice:

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle identification number (VIN) and license number, a description/detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. These reports shall also include copies of the completed oil analysis for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit M.1, Preventative Maintenance. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination/suspension.

ii. Road Call Performance Report

A road call is defined as any time a repair is required in the field on a Service Vehicle or a Service Vehicle exchange is made, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, reason for call, and what was done to fix the problem.



iii. Service Vehicle Downtime Report

Report shall include details of which Service Vehicle(s) were down, how long, and the cause.

iv. Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service Vehicle mechanical problems including Service Vehicle number, odometer reading, dates/times out of Service (if applicable), summary of problem(s), and corrective action(s) taken.

T. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations" and Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Contractor's policies may supersede policies specified in Exhibit O.1 only when they can be shown to County's satisfaction to be more stringent. Contractor shall indemnify and hold the County harmless for any claims resulting from disciplinary actions imposed as a result of required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

U. Transit Security Plan

Following the events of September 11, 2001, the Federal Transit Administration (FTA) and the Transportation Security Administration (TSA) developed security plans and emergency preparedness resources for transit agencies. Accordingly, the Contractor is required to submit a written Transit Security Plan before Service begins. The Contractor will base the plan on materials available from the FTA, TSA, or other government agency.

A few items for review are the FTA's Security and Emergency Preparedness Action Items for Transit Agencies ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508\\_new\\_top\\_17.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508_new_top_17.pdf)), and Effective Practices in Bus Transit Safety (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/safety/117621/effective-practices-bus-transit-safety-emergency-response.pdf>).

In addition, the Contractor will subscribe to the Department of Homeland Security's National Terrorism Advisory System (NTAS), which communicates information about terrorist threats to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. The subscription information is available on the NTAS webpage at <https://www.dhs.gov/national-terrorism-advisory-system>.

The details of the Transit Security Plan will be negotiated with Contract Manager to ensure that the County's needs are adequately addressed. The final County approved Transit Security Plan will be attached as Exhibit P.1.

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements.

V. Removal of Debris

All debris derived from this service shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains, catch basins, gutters, manholes, and/or roadways in violation of the National Pollutant Discharge Elimination System regulations.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. Funding

The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

X. Nonconflict with Local, State, and Federal Laws/Requirements

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws such as, FTA, ADA, Department of Transportation (DOT), or other applicable laws, rules, regulations, directives, or ordinances.

Y. Responsibilities of the Contractor

The Contractor and Project Manager shall maintain a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies). A subcontractor is not allowed to meet this requirement.

Z. Permits/Licenses/Certification

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this contract.

The Contractor shall ensure that each mechanic staff assigned to this Contract is in compliance with this Exhibit's Section N.7, Maintenance Personnel.

At least one of the Contractor's Maintenance Technicians must be certified in the MACS Section 609 Refrigerant Recycling and Recovery or the equivalent ASE vehicle air conditioning system.

Contractor shall provide proof of the required ASE and MACS certifications to County prior to contract award.

AA. Utilities

The County will not provide utilities.

BB. Service Modification

The County has established Service areas and schedules as described in Exhibit G.1, Service Requirements and Area Maps. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract. The Contract Manager will provide any proposed modification to the Contractor at least 30 calendar days prior to implementation of any Service revision unless a shorter time period is mutually agreed to by both parties.

CC. Additional Locations

Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any

additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

DD. Incentives

The following incentive is to be applied to the Contractor when found in compliance:

Ridership Productivity

An incentive payment of \$500 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total passengers/total Service Vehicle Revenue Hours) exceeds 4 passengers per hour.

EE. Liquidated Damages

1. In any case of the Contractor's failure to meet specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
  - a. All the time limits and acts required by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- a. Ridership Productivity  

In the event Contractor fails to meet the average monthly passenger per hour level of Service of 3.5 passengers per hour, Contractor may be assessed liquidated damages in the amount of \$500 per month.
  - b. On-Time Performance  

In the event the Contractor fails to meet an on-time performance level of 95 percent in any month, Contractor may be assessed liquidated damages in the amount of \$500 per month. Should on-time performance fall below 90 percent, Contractor may be assessed liquidated damages in the amount of \$1,000 per month.

Should on-time performance fall below 85 percent, Contractor may be assessed liquidated damages in the amount of \$2,000 per month.

The maximum monthly amount assessed for on-time performance will be limited to the amount of the lowest level not achieved for the monthly period.
  - c. Length of Rides



If the Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking, Contractor may be assessed \$200 per occurrence up to a maximum of \$1,000 per month.

d. Valid Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid, (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with the Contract Manager.

e. Repeated Patron Valid Complaints

In the event of repeated (three or more) valid complaints concerning the same passenger over a six-month period (e.g., their reservation was misplaced, their length of ride was greater than 59 minutes, the wait time past their scheduled pickup was greater than our permitted window of 20 minutes) or valid passenger complaints on the same item repeated (item occurred repeatedly to three or more passengers) over a six-month period, liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with Contract Manager.

f. Trips Not Made

In the event that any scheduled trip is not made, Contractor may be assessed liquidated damages in the amount of \$250 per trip, up to a maximum of \$2,000 per month.

g. Non ADA Compliant Vehicle

In the event Contactor replaces a Service Vehicle with a non-ADA compliant Vehicle, the liquidated damages will be \$500 for the first time and \$1,000 for each subsequent time during the life of this Contract.

h. Reporting

Contractor shall submit monthly reports, including boardings, ridership, on-time performance, driver logs, fuel data, maintenance, safety, and marketing activities in the form and number approved by Contract Manager within 15 calendar days after the end of each month unless more time is approved by Contract Manager. The NTD Paratransit Annual Summary Report, as described in this Contract, shall be submitted within the due date described. Liquidated damages of \$100 per calendar day may be assessed for late reports, up to a maximum of \$1,000 per month.

Monthly reports and the NTD Paratransit Annual Summary Report should be mostly free from errors. Liquidated damages of \$200 may be assessed for each report with more than 10 errors, up to a maximum of \$1,000 per month. The County and the Contractor shall jointly determine errors in reports. However, the final decision on the validity of any errors shall rest with Contract Manager.

i. Shutdown of Service Vehicles

If any Service Vehicle has been removed from Service, as a result of an "Unsatisfactory" rating by the CHP, Contractor may be assessed liquidated damages of \$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month.

j. Preventive Maintenance

PMI shall be performed per the OEM and Exhibit M.1, Preventive Maintenance. PMI documents must be submitted monthly with the service invoice. Contractor shall also include copies of the completed oil analysis reports for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit M.1. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet any of these maintenance requirements may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher, up to a maximum of \$5,000 per month.

k. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service.

This "I" Service shall be performed per the OEM and Exhibit M.1, Preventive Maintenance. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$200

per Service Vehicle per Service day up to a maximum of \$2,000 per month.

I. Daily Vehicle Inspection (DVI) Reports

Failure to perform a satisfactory DVI (pre-trip and post trip) may include, but are not limited to, fluid levels noted low twice within a 10-day period without any visible leaks and/or a Vehicle in revenue Service with a non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

In the event any Service Vehicle is rejected by Contract Manager as a result of deficient mechanical condition, unacceptable Service Vehicle operating conditions as specified in this Contract, or unacceptable Service Vehicle appearance, \$250 per day per Service Vehicle in liquidated damages will be assessed until the condition is corrected to the satisfaction of Contract Manager, up to a maximum of \$1,000 per Service Vehicle per month.

If Contractor has documentation indicating that the condition of the Service Vehicle cannot be corrected due to the availability of parts or others reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages for the period of the excused delay.

n. Permanent Service Vehicle Rejection

In the event Contract Manager rejects any Service Vehicle permanently as a result of Service Vehicle condition, Contractor may be assessed \$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month, in liquidated damages until the Service Vehicle is replaced with one that is satisfactory to Contract Manager.

o. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with any and all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass its smog test, receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency

authorized to issue such a citation, the Contractor shall be liable for the citation as well as liquidated damages.

Contractor shall notify Contract Manager within one business day and provide Contract Manager with an action plan to verify and/or correct the deficiencies as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor may be assessed \$500 in liquidated damages for each Service Vehicle that is cited for an engine emissions violation. If such complaint is found to be without merit, or beyond the Contractor's control, Contract Manager may waive the liquidated damages.

If the Contractor does not submit the required smog check certificates to Contract Manager biennial (every two years) within 30 days after State vehicle emissions testing has been performed, the Contractor will be assessed \$200 in liquidated damages per County Service Vehicle that was not or has not passed its smog check. The Contractor shall provide a spare Service Vehicle at no charge to the County if the County has to take a County Service Vehicle to have an emission check performed or make repairs to the vehicle before passing a smog check.

p. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section G, Vehicle Storage, Maintenance, and Fueling Facilities, as determined by Contract Manager, Contractor may be assessed \$1,000 in liquidated damages per Service Vehicle per Service day, up to a maximum of \$4,000 per Service Vehicle per month.

q. Storage of County Service Vehicles

If Contractor fails to store County Service Vehicles in accordance with this Contract, Contractor may be assessed \$200 in liquidated damages per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month.

r. Implementation of Dispatch Software and Advanced Vehicle Electronics

If Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information (AVI) and dispatch system with the required elements of Service Vehicle-installed MDT's, Service Vehicle-installed AVL's or Service Vehicle-assigned mobile AVL units; and/or fails to use the system and train the personnel within the time periods allotted within this

Contract, Contractor may be assessed, \$200 in liquidated damages per business day after the deadline, up to a maximum of \$2,000 per month.

s. Implementation of E-mail and Internet Access

If Contractor fails to implement Internet access and e-mail and fails to use/maintain the system and/or train the personnel (e.g., Project Manager, Road Supervisor, and Maintenance Manager) within the time periods allotted in this Exhibit's Section F, Equipment, Contractor may be assessed \$100 in liquidated damages per business day after the deadline, up to a maximum of \$1,000 per month.

t. Service Vehicle Warranty

If due to the Contractor's negligence of Service Vehicle preventive maintenance program, as determined by Contract Manager, any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent and up to 100 percent, of the cost to repair each item may be assessed.

u. Operating Outside of Service Areas

If a Service Vehicle is operated outside of its assigned Service area as specified in this Contract and without prior approval from the County, Contractor may be assessed, liquidated damages of \$100 per occurrence per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month.

v. Controlled Substance and Alcohol Testing

Contractor shall report the results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program Quarterly Report. All reports shall be submitted to the County within 15 days after the end of each quarter.

Liquidated damages of \$100 per calendar day (including non-business days, weekends, and holidays) up to a maximum of \$1,000 per month may be assessed for late reports.

w. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE and/or Mobile Air Conditioning Society (MACS) certified personnel as specified in this Exhibit. If maintenance personnel are not ASE



and/or MACS certified, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

x. Unresolved Vehicle Claims

If a settlement is not made within 90 calendar days of the date of loss (DOL) for a vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with this Exhibit's Section F.2, General Terms for Paratransit Vehicles, Contractor may be assessed liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month. Liquidated damages shall begin 120 calendar days after the DOL. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-Provided Replacement Service Vehicle and the County Service Vehicle for a given month.

y. Misuse of County Service Vehicles

County Service Vehicles are to be used to provide Service as specified in this Exhibit. The County will determine if any County Service Vehicle is being misused. If the County is made aware that, a County Service Vehicle is used for purposes other than the specified Service or if the Service Miles for any County Service Vehicle exceeds Revenue Miles by at least 25% in any calendar month, the County may assess liquidated damages of \$1,000 per month per occurrence.

z. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pre-transfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure all items listed in Exhibit K.1, Driver's Daily Vehicle Report including each vehicle's brakes and tires, meet specified minimums. Any and all mechanical defects identified during the pre-transfer and the transfer inspections are the responsibility of the Contractor. Preventive Maintenance Inspections (PMI's) shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the

completion of the transfer of service, liquidated damages in the amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

Repairs identified during these inspections not made by the Contractor shall be performed by the new contractor. The Contract Manager will review and validate repair costs (including internal and external body damage, preventive maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Vehicles, the Contract Manager may withhold up to two monthly Service invoice payments from the Contractor transferring County Service Vehicles.

Upon satisfactory completion of County Service Vehicle repairs and/or outstanding PMI's, the balance remaining from the monthly service invoices being withheld minus the cost of repairs and/or maintenance will be released to the Contractor. If the repair costs exceed the total balance withheld from the monthly Service invoices, the County will invoice the Contractor for the difference.

aa. Health, Safety, and Comfort

In the event any Service Vehicle has a wheelchair ramp/lift, air conditioning, and/or heating system failure while in service, \$250 per day per vehicle in liquidated damages may be assessed if the vehicle is placed in Service during the next Service day(s) without repairs, up to a maximum of \$1,000 per Service Vehicle per month.

bb. Fines by Regulatory and Governmental Agencies

If the County is fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements, the Contractor may be assessed liquidated damages in an amount equal to the fine(s) charged to the County by a regulatory or governmental agency.

cc. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen

circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

dd. Timely Repairs to County-Provided Service Vehicles

If a County-Provided Service Vehicle is removed from revenue service or is not able to operate in revenue service, as a result of needed repairs, for more than 15 continuous service days or more than 20 service days within a two-month period, the Contractor may be assessed liquidated damages in the amount of \$500 per day, per service vehicle, up to a maximum of \$2,500 per service vehicle per month, until the condition of the County-Provided Service Vehicle is corrected to the satisfaction of the County.

If Contractor has documentation indicating that the condition of the County-Provided Service Vehicle cannot be repaired due to the unavailability of parts or other valid reasons beyond the Contractor's control, then the Contract Manager may waive the liquidated damages.

4. In addition to the above, Public Works may use Exhibit F.2, Performance Requirements Summary, to evaluate Contractor's performance.

FF. Contractor's Quality Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager prior to the Contract start date and whenever changes occur. The plan shall include, but not be limited to, the following:

- a. It shall specify the activities to be evaluated on either a scheduled or an unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
- b. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- c. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- d. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.

- e. Control system in place to prevent vehicle loss.

GG. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

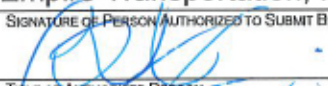
**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Hours	Proposed Price (Hourly Rate x Estimated Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>64.24</u> /Hour	<b>4,800</b>	\$ <u>308,352.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>65.25</u> /Hour	<b>100</b>	\$ <u>6,525.00</u>
<b>ESTIMATED TOTAL HOURS</b>			<b>4,900</b>	
<b>PROPOSED PRICE</b>				\$ <u>314,877.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.79</u> /Mile	<b>50</b>	\$ <u>189.50</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Price**

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2023 in case a County Vehicle is in an accident and is out of service for an extended period of time.




**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 65.04 /Hour	9,600	\$ 624,384.00
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 66.14 /Hour	200	\$ 13,228.00
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				<b>\$ 637,612.00</b>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ 3.79 /Mile	100	\$ 379.00

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2023-24 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>65.82</u> /Hour	<b>9,600</b>	\$ <u>631,872.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>66.93</u> /Hour	<b>200</b>	\$ <u>13,386.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>645,258.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.79</u> /Mile	<b>100</b>	\$ <u>379.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2024-25 in case a County Vehicle is in an accident and is out of service for an extended period of time.




**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>66.62</u> /Hour	<b>9,600</b>	\$ <u>639,552.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>67.79</u> /Hour	<b>200</b>	\$ <u>13,558.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>653,110.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.80</u> /Mile	<b>100</b>	\$ <u>380.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2025-26 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>67.43</u> /Hour	<b>9,600</b>	\$ <u>647,328.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>68.58</u> /Hour	<b>200</b>	\$ <u>13,716.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>661,044.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.80</u> /Mile	<b>100</b>	\$ <u>380.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2026-27 in case a County Vehicle is in an accident and is out of service for an extended period of time.




**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 68.23 /Hour	9,600	\$ 655,008.00
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 69.38 /Hour	200	\$ 13,876.00
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				<b>\$ 668,884.00</b>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ 3.80 /Mile	100	\$ 380.00

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price


LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2027-28 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	TERMS	PROPOSED PRICE FOR EACH TERM
1	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – INITIAL 6 MONTH TERM	\$314,877.00
2	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 1	637,612.00
3	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 2	645,258.00
4	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 3	653,110.00
5	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 4	661,044.00
6	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 5	668,884.00
<b>TOTAL PRICE FOR TERMS 1 THROUGH 6</b>		<b>\$3,580,785.00</b>

LEGAL NAME OF BIDDER Empire Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON Bertha Aguirre		
DATE 03/21/2022	STATE CONTRACTOR'S LICENSE NUMBER TCP-21507 CA: 326916	LICENSE TYPE PUC & CHP
BIDDER'S ADDRESS: 8800 Park St; Bellflower CA 90706		
E-MAIL baguirre@emptransportation.com		
PHONE 562.529.2676 Ext 114	MOBILE 310.562.2241	FACSIMILE 562.529.2220



BIDDER: Empire Transportation, Inc.


POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (25 x Hrs per wk)	HOURLY WAGE RATE **	COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Operator 1	0	8	8	8	8	8	8	48	1200	17.68 \$	21,216.00	
Operator 2	6	8	8	8	8	8	0	46	1150	17.68 \$	20,332.00	
Operator 3	0	8	8	8	8	8	0	40	1000	17.68 \$	17,680.00	
Operator 4	0	8	8	8	8	8	8	48	1200	17.68 \$	21,216.00	
Operator 5	0	8	8	8	8	8	0	40	1000	17.68 \$	17,680.00	
Road Supervisor	0	8	8	8	8	8	0	40	1000	18.25 \$	18,250.00	
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	2012.5	20.00 \$	40,250.00	
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	2000	19.00 \$	38,000.00	
Mechanic A	8		8		8	8	8	40	1000	27.50 \$	27,500.00	
Mechanic C	8						8	16	400	31.00 \$	12,400.00	
<b>Comments/Notes:</b>	<b>Total Salaries \$ 234,524.00</b>											
**Important: HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8S PER EACH YEAR'S RATE	(1) Vacations, Sick Leave, Holiday											
Mechanic(s)	(2) Health Insurance ***											
Mechanic(s) Hourly Rate	(3) Payroll Taxes & Workers' Compensation											
Mechanic(s) Hourly Rate	(4) Welfare and Pension											
Mechanic(s) Hourly Rate \$	(5) Equipment Costs (Includes Fuel and the Cost of Parts)											
Mechanic(s) Hourly Rate \$	(6) Service and Supply Costs											
Mechanic(s) Hourly Rate \$	(7) General and Administrative Costs (Insurance Cost Included)											
Mechanic(s) Hourly Rate \$	(8) Profit											
	Total Employee Benefits (1+2+3+4)											56,710.60
	Total Other Costs (5+6+7+8)											16,813.44
	Total Other Costs (5+6+7+8)											6,828.96
	TOTAL PRICE											23,642.40
	TOTAL PRICE											314,877.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  3/21/2022  
 Name of Proposer (Signature) Date



POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Operator 1	0	8	8	8	8	8	8	2496	17.97	\$ 44,853.12
Operator 2	6	8	8	8	8	8	0	2392	17.97	\$ 42,984.24
Operator 3	0	8	8	8	8	8	0	2080	17.97	\$ 37,377.60
Operator 4	0	8	8	8	8	8	8	2496	17.97	\$ 44,853.12
Operator 5	0	8	8	8	8	8	0	2080	17.97	\$ 37,377.60
Road Supervisor	0	8	8	8	8	8	0	2080	18.75	\$ 39,000.00
Dispatchers (2)	7.5	8	8	16	16	16	9	4186	20.50	\$ 85,813.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	4160	19.50	\$ 81,120.00
Mechanic A	8		8		8	8	8	2080	28.00	\$ 58,240.00
Mechanic C	8						8	832	31.50	\$ 26,208.00
<b>Comments/Notes:</b>	<b>Total Salaries \$ 497,826.68</b>									
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE	(1) Vacations, Sick Leave, Holiday									
	(2) Health Insurance **									
	(3) Payroll Taxes & Workers' Compensation									
	(4) Welfare and Pension									
	<b>Total Employee Benefits (1+2+3+4) \$ 115,435.04</b>									
Mechanic(s) Hourly Rate	\$31.50									
Mechanic(s) Hourly Rate	\$28.00									
Mechanic(s) Hourly Rate \$										
	<b>Total Other Costs (5+6+7+8) \$ 5,228.00</b>									
	<b>TOTAL PRICE \$ 637,612.00</b>									

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
 Name of Proposer

  
 Signature

3/21/2022  
 Date



**FORM LW-8.3**  
**OPTION YEAR 2**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

BIDDER: Empire Transportation, Inc.

Estimated Dates July 1, 2024 - June 30, 2025

**EXHIBIT A.4**

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	18.55 \$	46,300.80
Operator 2	6	8	8	8	8	8	0	46	2392	18.55 \$	44,371.60
Operator 3	0	8	8	8	8	8	0	40	2080	18.55 \$	38,584.00
Operator 4	0	8	8	8	8	8	8	48	2496	18.55 \$	46,300.80
Operator 5	0	8	8	8	8	8	0	40	2080	18.55 \$	38,584.00
Road Supervisor	0	8	8	8	8	8	0	40	2080	19.25 \$	40,040.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	21.00 \$	87,906.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	20.00 \$	83,200.00
Mechanic A	8	8	8	8	8	8	8	40	2080	28.50 \$	59,280.00
Mechanic C	8	8	8	8	8	8	8	16	832	32.00 \$	26,624.00
<b>Comments/Notes:</b>	<b>Total Salaries \$ 511,191.20</b>										
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance ***										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	<b>Total Employee Benefits (1+2+3+4)</b>										
Mechanic(s) Hourly Rate	\$32.00										
Mechanic(s) Hourly Rate	\$28.50										
Mechanic(s) Hourly Rate \$	<b>Total Other Costs (5+6+7+8)</b>										
	(5) Equipment Costs (Includes Fuel and the Cost of Parts)										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs (Insurance Cost Included)										
	(8) Profit										
	<b>Total Other Costs (5+6+7+8)</b>										
	<b>TOTAL PRICE \$ 645,258.00</b>										

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders' costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date



**FORM LW-8.4  
OPTION YEAR 3**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

Estimated Dates July 1, 2025 - June 30, 2026

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Operator 1	0	8	8	8	8	8	8	2496	19.14 \$	47,773.44
Operator 2	6	8	8	8	8	8	0	2392	19.14 \$	45,782.88
Operator 3	0	8	8	8	8	8	0	2080	19.14 \$	39,811.20
Operator 4	0	8	8	8	8	8	8	2496	19.14 \$	47,773.44
Operator 5	0	8	8	8	8	8	0	2080	19.14 \$	39,811.20
Road Supervisor	0	8	8	8	8	8	0	2080	19.75 \$	41,080.00
Dispatchers (2)	7.5	8	8	16	16	16	9	4186	21.00 \$	87,906.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	4160	20.00 \$	83,200.00
Mechanic A	8		8		8	8	8	2080	28.50 \$	59,280.00
Mechanic C	8						8	832	32.00 \$	26,624.00
<b>Comments/Notes:</b>	<b>Total Salaries \$ 519,042.16</b>									
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE	(1) Vacations, Sick Leave, Holiday									\$ 15,046.78
	(2) Health Insurance ***									\$ -
	(3) Payroll Taxes & Workers' Compensation									\$ 105,965.83
	(4) Welfare and Pension									\$ -
Mechanic(s) Hourly Rate	Hourly Wage Rate									\$ 32.00
Mechanic(s) Hourly Rate	(5) Equipment Costs (Includes Fuel and the Cost of Parts)									\$ 9,865.61
Mechanic(s) Hourly Rate \$	(6) Service and Supply Costs									\$ -
	(7) General and Administrative Costs (Insurance Cost Included)									\$ -
	(8) Profit									\$ 3,189.62
	<b>Total Other Costs (5+6+7+8)</b>									\$ 13,055.23
	<b>TOTAL PRICE</b>									\$ 653,110.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
 Name of Proposer

  
 Signature

3/21/2022  
 Date







BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Operator 1	0	8	8	8	8	8	8	2496	20.38	\$ 50,868.48
Operator 2	6	8	8	8	8	8	0	2392	20.38	\$ 48,748.96
Operator 3	0	8	8	8	8	8	0	2080	20.38	\$ 42,390.40
Operator 4	0	8	8	8	8	8	8	2496	20.38	\$ 50,868.48
Operator 5	0	8	8	8	8	8	0	2080	20.38	\$ 42,390.40
Road Supervisor	0	8	8	8	8	8	0	2080	20.75	\$ 43,160.00
Dispatchers (2)	7.5	8	8	16	16	16	9	4186	22.00	\$ 92,092.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	4160	21.00	\$ 87,360.00
Mechanic A	8		8		8	8	8	2080	29.50	\$ 61,360.00
Mechanic C	8						8	832	33.00	\$ 27,456.00
<b>Comments/Notes:</b>	<b>Total Salaries</b> \$ 546,694.72									
	(1) Vacations, Sick Leave, Holiday \$ 19,485.02									
	(2) Health Insurance *** \$ -									
	(3) Payroll Taxes & Workers' Compensation \$ 90,588.76									
	(4) Welfare and Pension \$ -									
	<b>Total Employee Benefits (1+2+3+4)</b> \$ 110,073.78									
	(5) Equipment Costs (Includes Fuel and the Cost of Parts) \$ 12,115.50									
	(6) Service and Supply Costs \$ -									
	(7) General and Administrative Costs (Insurance Cost Included) \$ -									
	(8) Profit \$ -									
	<b>Total Other Costs (5+6+7+8)</b> \$ 12,115.50									
	<b>TOTAL PRICE</b> \$ 668,884.00									

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders' costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
 Name of Proposer

  
 Signature

3/21/2022  
 Date

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Statement of Qualifications, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Bid or Bid Submission. The response to an Invitation for Bids.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Statement of Qualification for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.



Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a



full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined

by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal

Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.



W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has

violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Architectural Engineering Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation



County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,

and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Architectural Engineering Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly



end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.



Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Business Relations and Contracts  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFSQ Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, Los Angeles County Metro Transportation Authority (LACMTA), its Officers, Agents, and Employees shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers, and, when applicable, LACMTA, its Officers, Agents, and Employees additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection

also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.



15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):
  - a. Seating capacity of 16 passengers or more (including driver), \$10 million.
  - b. Seating capacity of 15 passengers or less (including driver), \$5 million.
  - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$1 million per occurrence, and \$50,000 property damage or a combined single limit of \$1 million.

A certificate evidencing such insurance coverage and an endorsement naming the County as additional insured thereunder shall be filed with the Director prior to Contractor providing Service hereunder.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
  
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a Contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.



SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.



## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program (DVBE), as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

- A. In accordance with Labor Code, Section 1072(c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this Contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide Proposer for the successor Contract. If the successor service Contract is awarded to a new Contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor Contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous Contractor and signed PW-16, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-16, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code, Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior Contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code, Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten days. California Labor Code 1072(c)(3) does not require the Contractor and/or Subcontractor to pay the same wages or offer the same benefits provided by the prior Contractor or Subcontractor.
- D. If, at any time, the Contractor or Subcontractor determines that fewer employees are required than were required under the prior Contract or Subcontract, the Contractor or Subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or Subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or Subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code, Section 1074(a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
  - a. The Contractor or Subcontractor has substantially breached this Contract.
  - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or Subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service Contract or Subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar Contractors under any other provisions of this Contract or under any other provision of the law.

SECTION 15

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor



Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2021)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

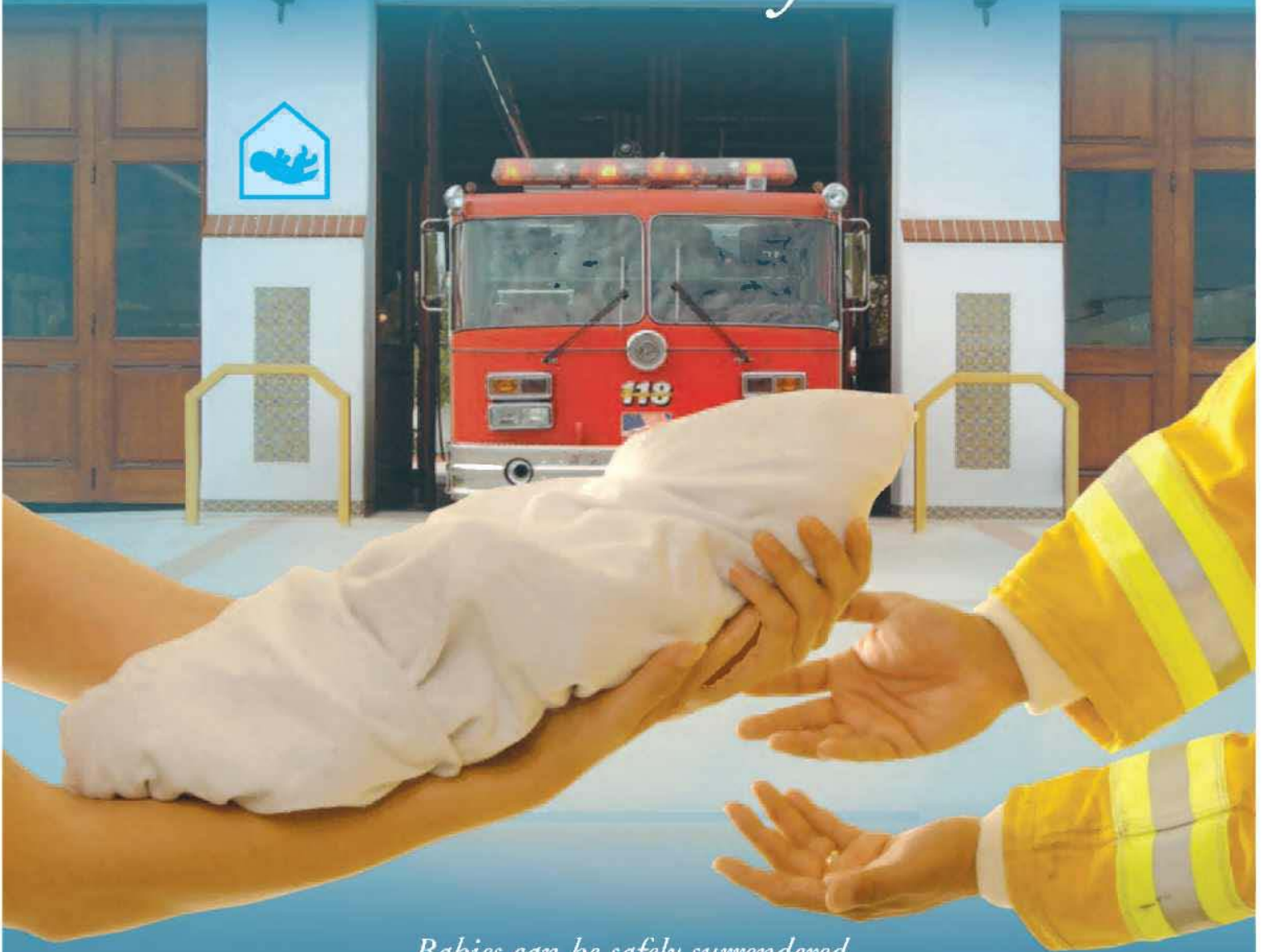
#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

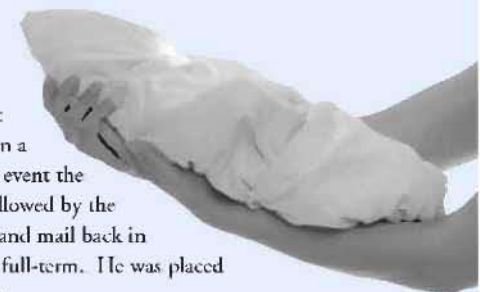
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.



- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Ridership Productivity	Contractor fails to meet the average monthly passenger per hour level of Service of 3.5 passengers per hour.	\$500 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	a. Contractor fails to meet an on-time performance level of 95 percent in any month. b. Contractor fails to meet an on-time performance level of 90 percent in any month. c. Contractor fails to meet an on-time performance level of 85 percent in any month.	\$500 per month  \$1,000 per month  \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Length of Rides	Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking.	\$200 per occurrence up to a maximum of \$1,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Valid Complaints	Any valid passenger's complaint as a result of the Contractor's actions which could have reasonably been prevented.	\$250 per complaint, up to a maximum of \$2,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Repeated Patron Valid Complaints	Any repeated (three or more) valid complains concerning the same patron over a six month period.	\$250 per complaint, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 7

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Trips Not Made	Any scheduled trip is not made.	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non ADA-compliant Service Vehicle.	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Reporting	Contractor fails to submit monthly reports and the NTD Paratransit Annual Summary Report as described in this Contract within the due date described; Submitted reports should be mostly free from errors.	\$100 per late report per calendar day, up to a maximum of \$1,000 per month; \$200 per report with more than 10 errors, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Shutdown of Service Vehicles	Service Vehicle removed from Service as a result of an unsatisfactory rating by the CHP.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Preventive Maintenance	Failure to meet standard per the OEM and Exhibit M, Preventive Maintenance.	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per Vehicle per day, whichever is higher, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 2 of 7

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard.	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip).	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Deficient Service Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable Service Vehicle appearance.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Permanent Service Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of Service Vehicle condition.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 3 of 7



PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
15. Vehicle Emissions (Engine Smog)	a. Service Vehicle fails to pass a smog test, receives a complaint, or is cited for engine emissions violation. b. Contractor does not submit the required smog check certificates to Contract Manager biennial within 30 days after State vehicle emissions testing has been performed.	\$500 per cited Service Vehicle  \$200 per Service Vehicle that has not passed its smog check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Violation of Subcontracting of Maintenance	Contractor is either performing maintenance and/or subcontracting maintenance in violation of Exhibit A Section E, Vehicle Storage, Maintenance, and Fueling Facilities.	\$1,000 per Service Vehicle per day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract.	\$200 per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
18. Implementation of Dispatch Software and Advanced Vehicle Electronics	Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information and dispatch system.	\$200 per business day after the deadline, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Exhibit A, Section D.	\$100 per business day after the deadline, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 4 of 7

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
20. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect.	At least 50 percent and up to 100 percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Operating Outside of Service Areas	Service Vehicle is operated outside its assigned Service area as specified in this Contract without prior approval from County.	\$100 per occurrence per Service Vehicle, up to maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to County on quarterly basis on form shown in Exhibit Q. Submit the form to the County within 15 days after the end of the quarter.	\$100 per calendar day, up to a maximum of \$1,000 per month for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
23. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Exhibit A, Section L.7.	\$500 per maintenance employee per month up to a monthly maximum of \$1,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss.	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 5 of 7

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
25. Misuse of County Service Vehicles	Evidence of misuse or if Service Miles for any County Service Vehicle exceeds Revenue Miles by at least 25% in any calendar month.	\$1,000 per month, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
26. Service Vehicle Transfer Audit	Failure to provide a satisfactory Service Vehicle transfer per Exhibit A, Section CC. z., of this Contract for any County Service Vehicle, beginning one week after the completion of the transfer of service.	May include \$100 per County Service Vehicle per week for late PMI records, up to two monthly Service invoice payments for outstanding costs. If not sufficient, then County will invoice the Contractor for the difference	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 6 of 7

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. AVL Devices	If the AVL device is damaged, removed, lost, or stolen.	\$50 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards.	\$500 in per Service Vehicle per Service day, up to a maximum of \$2,500 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 7 of 7

**SERVICE REQUIREMENTS AND AREA MAPS**

Operating hours of Service shall be from 7:30 a.m. to 5:30 p.m., Monday through Friday, 8 a.m. to 4 p.m. on Saturday, and 9 a.m. to 1 p.m. on Sunday. Operating hours of Service may be revised to meet the changing needs of the communities. This will be done through a 30-calendar day written notice from Contract Manager to Contractor.

Service will not operate on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A minimum of 24 hours advance reservation shall normally be required to schedule rides and patrons shall specify whether a lift-equipped vehicle is required; however, same day Service will be provided subject to availability of capacity.

Every effort will be made to pick up patrons no later than 20 minutes after the scheduled pickup time. Contractor shall provide backup Service to patrons in emergency situations when deemed necessary by Contractor to satisfy needs and avoid disruption of normal Service, at no additional cost to County. Group rides shall be emphasized and encouraged.

Service shall be restricted to eligible elderly persons (60 years and older) and persons with disabilities and their escorts. Persons with disabilities are persons who by reason of physical or mental disabilities cannot reasonably use conventional transportation. Contractor and County shall determine eligibility of patrons and Contractor shall maintain appropriate records (including Applications for Eligibility, Roster of Eligible Riders, etc.) and shall screen incoming calls for Service against such roster to ensure that only eligible patrons use this Service. Director will review and, if appropriate, approve Contractor's methodology for determining eligibility.

**Service Area**

Service shall be provided for residents in the unincorporated County area of East Los Angeles. Initial pick up shall occur in County unincorporated area only, identified on the map in this Exhibit G.1. Eligible destinations are those within the unincorporated County area identified in this Exhibit G.1 and the surrounding cities up to approximately three miles outside of the unincorporated County area boundaries identified in this Exhibit G.1. Trips beyond this three-mile limit, except to the destinations indicated below, are prohibited unless prior approval is received from Director. This approval will be documented by an e-mail from the Contract Manager to the Contractor.

**Nutrition and Medical Site Locations**

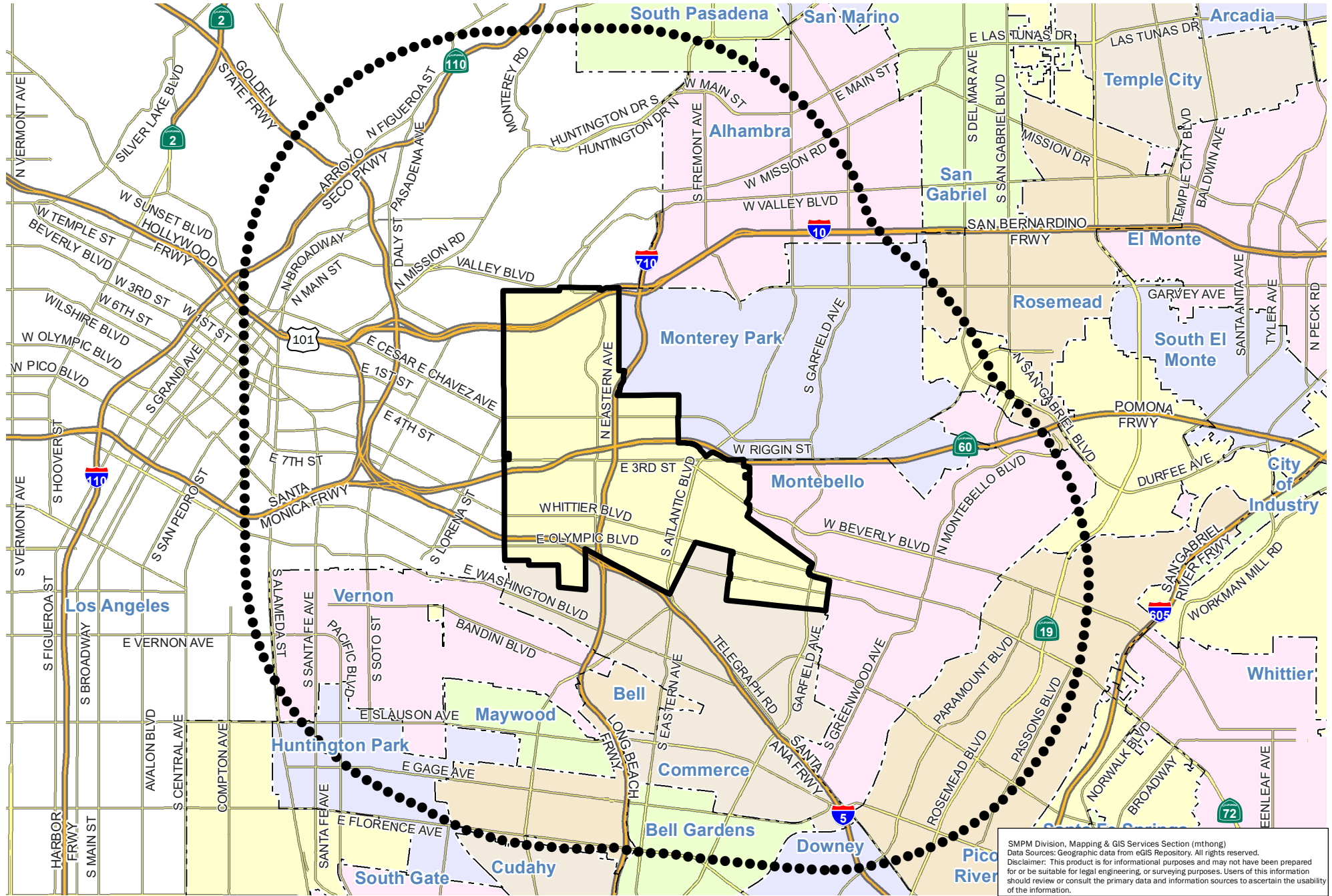
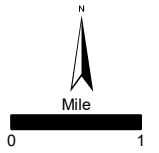
Golden Age Village	234 North Rural	Monterey Park
Langley	400 Emerson Place	Monterey Park
Montebello	115 South Taylor	Montebello



East Los Angeles Unincorporated Area  
 East Los Angeles Destination Service Area

# East Los Angeles

Unincorporated County, Dial-A-Ride Service Area



SMPM Division, Mapping & GIS Services Section (mthong)  
 Data Sources: Geographic data from eGIS Repository. All rights reserved.  
 Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

**COUNTY-PROVIDED SERVICE VEHICLES****EAST LOS ANGELES PARATRANSIT SERVICE****Delivered to Contractor at The Start of the Contract**

VEHICLE	I.D.	MAKE	MODEL	YEAR	SEATING	MILEAGE As of 01/15/22	VIN #	FUEL
1	L101	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	63,352	57WMD2C61GM100513	Gasoline
2	L102	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	37,150	57WMD2C61GM100592	Gasoline
3	L103	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	45,980	57WMD2C65GM100272	Gasoline
4	L104	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	47,154	57WMD2C66GM100216	Gasoline
5	L105	Mobility Ventures	MV-1	2016	3 + 1 wheelchair	54,541	57WMD2C66GM100300	Gasoline
6	L23	Dodge	Grand Caravan	2018	2 + 1 wheelchair or 4	20,202	2C7WDGBGXJR362980	Gasoline
7	L124	Dodge	Grand Caravan	2018	2 + 1 wheelchair or 4	27,513	2C7WDGBGXJR363739	Gasoline



**CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS**

**Section 1. Service Vehicle Information:**

A. The following Contractor-provided Service Vehicles will be assigned to operate the service routes and/or as spares to this Service:

CONTRACTOR'S UNIT NUMBER	DESCRIPTION				FUEL- TYPE
	Make	Model	Year	Seating	

B. The Contractor-provided Service Vehicles and all of the Contractor's spare vehicles shall meet the terms specified in the Scope of Work and the details listed in the following pages of this Exhibit.

C. The Contractor may substitute other services vehicles, as agreed upon in writing by the Contractor and the Contract Manager.

**Section 2. Contractor-Provided Service Vehicle Specifications, for New or Used Service Vehicles:**

**Dial-A-Ride Vehicles**

- Low floor Minivan, Type 4, ADA compliant, or approved equivalent with wheelchair ramp
- Cutaway-type Vehicles, Type 2, ADA compliant, or approved equivalent with wheelchair lift or ramp
- Vehicles shall be 5 years old or newer, with no more than 150,000 miles (minivan)
- Vehicles shall be 7 years old or newer, with no more than 200,000 miles (cutaway)
- Cutaways to be low-emission gasoline or propane-powered (LPG)
- Cutaways to accommodate a minimum of 8 ambulatory passengers or 6 ambulatory passengers and two wheelchair passengers

## EXHIBIT J.1

- Minimum 12,000 lbs. GVWR (cutaways)
- Folding seats to be provided in the wheelchair area (folding seats cannot be used while these locations are occupied by wheelchairs)
- Approximately 55,000 BTU passenger area air-conditioning system (cutaways)
- Approximately 24,000 BTU passenger area heater (cutaways)
- Backup alarm
- A County-approved, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, fully compliant with current ADA requirements and regulations (cutaways)
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage
- Fare Box

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**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time \_\_\_\_\_ Vehicle No. \_\_\_\_\_

Checked By \_\_\_\_\_

**EXTERIOR**

VERY GOOD      ACCEPTABLE      UNACCEPTABLE

Windshield	_____	_____	_____
Windows	_____	_____	_____
Body-Front and Sides	_____	_____	_____
Body-Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____

**INTERIOR**

Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grabrails	_____	_____	_____
Information Display Area	_____	_____	_____

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

**OVERALL RATING**

\_\_\_\_\_ VERY GOOD  
 \_\_\_\_\_ ACCEPTABLE  
 \_\_\_\_\_ UNACCEPTABLE

**DRIVER'S DAILY VEHICLE REPORT**

BUS NO. \_\_\_\_\_ MILEAGE \_\_\_\_\_ DATE \_\_\_\_\_ ROUTE \_\_\_\_\_

**OPEN HOOD & CHECK!**

- COOLANT, OIL, BATTERY, WASHER FLUID LEVELS, FAN BELTS & WIRING

**ENTER BUS & CHECK!**

- STEPS, GRAB HANDLES & RAILS, WINDOWS, WARNING DEVICES, FIRST AID KIT, FIRE EXTINGUISHER, CLEANLINESS & INSIDE EMERGENCY EXITS
- WHEELCHAIR LIFT OPERATION AND SECUREMENTS

**RECORD ODOMETER READING**

- CHECK IF P.M. IS DUE SHORTLY

**START ENGINE & CHECK!**

- NEUTRAL SAFETY SWITCH OPERATION
- GEAR SHIFT LEVER OPERATION
- SERVICE BRAKE WARNING BUZZER & LIGHT
- BRAKE INTERLOCK
- STEERING WHEEL PLAY
- WINDSHIELD WIPERS AND WASHERS
- HEATER AND DEFROSTER
- HORN
- SERVICE DOORS (OPEN & CLOSE)
- ALL MIRRORS
- WATER TEMPERATURE, FUEL, VACUUM, OIL OR AIR PRESSURE GAUGES
- PARKING BRAKE WARNING BUZZER & LIGHT
- SEAT BELT(S)
- SERVICE BRAKES

**DRIVE BUS FORWARD & APPLY BRAKES  
ACTIVATE ALL LIGHTS & CHECK!**

- AMMETER, ALL INTERIOR LIGHTS, HEADLIGHTS, (HIGH & LOW BEAM INDICATOR)

**SET PARKING BRAKE, PUT TRANSMISSION  
IN NEUTRAL WITH ENGINE RUNNING &  
ALL LIGHTS ON, CHECK FOLLOWING  
EQUIPMENT OUTSIDE BUS**

- RIGHT FRONT WHEEL AND TIRE
- RIGHT SIDE MARKER LAMPS
- TURN SIGNAL LIGHTS AND REFLECTORS
- RIGHT REARVIEW MIRROR & MOUNTING
- HEADLIGHTS & TURN SIGNALS
- CLUSTER, CLEARANCE AND I.D. LIGHTS
- DESTINATION SIGN OR IDENTIFICATION SIGNAGE
- WINDSHIELD
- LEFT REARVIEW MIRROR & MOUNTING
- LEFT FRONT WHEEL AND TIRE
- DRIVER'S SIDE WINDOW
- LEFT SIDE MARKER LAMPS & TURN SIGNAL
- LIGHTS AND REFLECTORS
- LEFT REAR WHEELS AND TIRES
- EXHAUST SYSTEM CONDITION
- LOOK UNDER VEHICLE FOR LEAKS
- REAR CLUSTER, CLEARANCE AND I.D. LIGHTS
- TAILLIGHTS, TURN SIGNALS & REFLECTORS
- RIGHT REAR WHEELS AND TIRES
- FUEL TANK FILLER TANK CAPS

**CONDITION OF THIS BUS IS:**

- SATISFACTORY
- UNSATISFACTORY

REMARKS: \_\_\_\_\_

DRIVER'S SIGNATURE(S)	TIME	MECHANIC SIGNATURE(S)
1 _____	_____	1 _____
2 _____	_____	2 _____
3 _____	_____	DATE REPAIRS COMPLETED: _____
4 _____	_____	

PRIVILEGED AND CONFIDENTIAL



PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.  
**COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT**

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151

**Employee:** Complete form within 24 hours of vehicle collision and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.

**Division:** Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

**VEHICLE DRIVEN BY EMPLOYEE (Check one)**

First Name \_\_\_\_\_  County Vehicle (Includes veh. leased or rented by Co.)  Personal Vehicle  
 Last Name \_\_\_\_\_ Driver's Lic. No. \_\_\_\_\_ Permittee  Yes  No  
 Work Location \_\_\_\_\_ Equip. No. \_\_\_\_\_ Policy No. \_\_\_\_\_  
 Work Phone No. \_\_\_\_\_ Vehicle License No. \_\_\_\_\_ Insurance Co. \_\_\_\_\_  
 Division \_\_\_\_\_ Emp No. \_\_\_\_\_ Job Title \_\_\_\_\_

Vehicle: Year \_\_\_\_\_ Make \_\_\_\_\_ Model or Type \_\_\_\_\_  
 Parts Damaged: \_\_\_\_\_

Incident Date: \_\_\_\_\_ City: \_\_\_\_\_ On: \_\_\_\_\_  
 At: \_\_\_\_\_ (Intersection or Address) Or Area: \_\_\_\_\_  
 Hour: \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_

**PASSENGER**

PASSENGER: County Employee?  Yes  No  
 Name \_\_\_\_\_  
 Home Address \_\_\_\_\_ (Street) \_\_\_\_\_ (City)  
 Phone Work: \_\_\_\_\_ Home: \_\_\_\_\_

**INJURED / WITNESS**

Check One:  Injured  Witness  Fatality  
 Name \_\_\_\_\_ Phone \_\_\_\_\_ Nature of Injury \_\_\_\_\_  
 Address \_\_\_\_\_ Taken to \_\_\_\_\_

**OTHER VEHICLE (2)**

Driver: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)  
 Driver License No. \_\_\_\_\_ State \_\_\_\_\_ Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_  
 Employer \_\_\_\_\_ (Name of Person or Co.) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)

Vehicle \_\_\_\_\_ (Year) \_\_\_\_\_ (Make) \_\_\_\_\_ (Model or Type) Veh. Lic. No. \_\_\_\_\_ (Year) \_\_\_\_\_ (Number) \_\_\_\_\_ (State)  
 Parts Damaged \_\_\_\_\_  
 Registered Owner \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)  
 Home Address \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Passenger Name \_\_\_\_\_ Phone: Work \_\_\_\_\_ Home \_\_\_\_\_  
 Home Address \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

**OTHER VEHICLE (3)**

Driver: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)  
 Driver License No. \_\_\_\_\_ State \_\_\_\_\_ Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_  
 Employer \_\_\_\_\_ (Name of Person or Co.) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)

Vehicle \_\_\_\_\_ (Year) \_\_\_\_\_ (Make) \_\_\_\_\_ (Model or Type) Veh. Lic. No. \_\_\_\_\_ (Year) \_\_\_\_\_ (Number) \_\_\_\_\_ (State)  
 Parts Damaged \_\_\_\_\_  
 Registered Owner \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Phone)  
 Home Address \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Passenger Name \_\_\_\_\_ Phone: Work \_\_\_\_\_ Home \_\_\_\_\_  
 Home Address \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

Police Report  Yes  No

Photographs Attached  Yes  No

Police Agency Reporting \_\_\_\_\_ Station \_\_\_\_\_

**DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED**



Show your vehicle as the other vehicles as , etc.

SHOW the location and position of Vehicle(s) at point of impact.  
SHOW the name of the street(s) and location of stop signs, signals, number of lanes, and any important information.

EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED  Yes  No

Was your Vehicle legally parked?  Yes  No. If No, complete items (1)-(10) at the bottom of this page.

SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED  Yes  No

ITEMS

<b>(1) MOVEMENT</b> <input type="checkbox"/> <input type="checkbox"/> _____ Straight Ahead _____ Lane Change _____ Making Right Turn _____ Making Left Turn _____ Standing _____ Parked _____ Backing _____ Rolling Back _____ Moving Unattended  <b>(2) TRAFFIC CONTROLS</b> _____ None Present _____ Green Signal _____ Yellow Signal _____ Red Signal _____ Flashing Signal _____ Stop Sign _____ Warning Sign _____ Construction Sign _____ Other	<b>(3) AMOUNT OF TRAFFIC</b> _____ No Other _____ Light _____ Medium _____ Heavy-Flowing _____ Congested	<b>(5) ROAD SURFACE</b> _____ Concrete _____ Asphalt _____ Oiled/Gravel _____ Unpaved _____ Other	<b>(7) WEATHER</b> _____ Clear _____ Rain _____ Fog _____ Dusty _____ Snow _____ Heavy Smog _____ Other	<b>(9) EVASIVE ACTION by Co. Driver</b> _____ Locked Brakes _____ Hard Brakes _____ Slowed/Stopped _____ Steered Away _____ Accelerated _____ None _____ Other	
	<b>(4) TERRAIN</b> _____ Level _____ Upgrade _____ Downgrade _____ Hill Crest _____ Dip	<b>(6) VISIBILITY</b> _____ Good _____ Fair _____ Poor _____ Very Poor	<b>(8) ROAD CONDITION</b> _____ Dry _____ Wet _____ Muddy _____ Snowy or Icy	<b>(10) SAFETY BELTS</b> _____ Installed, Not Worn _____ Installed and Worn _____ Not Installed _____ Vehicle Unoccupied	
	Total Yrs. Driv. For Co. _____		Total Yrs. Driv. this type Veh. _____		Total Yrs. Driv. _____
	EMPLOYEE NAME (PRINT) _____		SIGNATURE _____		DATE _____
SUPERVISOR NAME (PRINT) _____		SIGNATURE _____		DATE _____	
DIVISION HEAD OR AUTH. REPRESENTATIVE NAME (PRINT) _____		SIGNATURE _____		DATE _____	

**PREVENTIVE MAINTENANCE**

On County-Owned Vehicles and Contractor-Provided and operated Service Vehicles the Contractor shall follow the Original Equipment Manufactures (OEM) required Preventive Maintenance Inspection (PMI) program, or the following, whichever is more stringent.

**SECTION 1. EQUIPMENT**

The preventive maintenance inspection services hereinafter referred to as PMI services, as described herein, shall be performed on the following County-Owned vehicles. These vehicles are gasoline-powered.

Fleet No.	Make and Year	Model	VIN
L101	Mobility Ventures 2016	MV-1	57WMD2C61GM100513
L102	Mobility Ventures 2016	MV-1	57WMD2C61GM100592
L103	Mobility Ventures 2016	MV-1	57WMD2C65GM100272
L104	Mobility Ventures 2016	MV-1	57WMD2C66GM100216
L105	Mobility Ventures 2016	MV-1	57WMD2C66GM100300
L23	Dodge 2018	Grand Caravan	2C7WDGBGXJR362980
L124	Dodge 2018	Grand Caravan	2C7WDGBGXJR363739

**SECTION 2. SERVICE PROVISIONS**

PMI Services to be provided by Contractor shall consist of levels hereinafter referred to as "A," "B," "C," "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein. All inspections and/or services shall be documented. Items identified as in need of correction or repair must be listed on each inspection or service.



Minivans:

**A. PMI Service Sequencing**

1. "A" Service occurs every 3,000 vehicle miles or 45 days, whichever occurs first. An "A" Service occurs as part of every "B" and "C" Service.
2. "B" Service occurs every 24,000 vehicle miles or 12 months, whichever occurs first. The "B" Service occurs as part of every "C" Service.
3. "C" Service occurs every 48,000 vehicle miles or bi-annually (every other year), whichever occurs first.
4. "J" inspection occurs every 45 days regardless of mileage.
5. "I" inspections occurs a minimum of once per week. More frequent "I" Service may be required by the County depending upon demonstrated vehicle reliability.
6. "DVI" Daily Vehicle Inspection Report. This is a legally required document prepared each day by the vehicle operator (driver) regarding the vehicle to be operated. A copy is to be retained by the Contractor maintenance shop and any repair work documented. This report requirement is explained in more detail in the "Operator Requirements" section of this document.

	<u>Service Miles</u>	<u>PMI Service</u>	<u>Service Includes</u>
45 Days maximum	3,000	A	J & I
12 Months maximum	24,000	B	A, J & I
2 Years maximum	48,000	C	A, B, J & I
45 Days maximum	45 Days Inspection	J	
Weekly maximum	Weekly Inspection	I	

Pre-trip and Post-trip inspection by the operator (driver) – Daily      DVI

Note: PMI Service sequencing every 2 years or 48,000 vehicle service miles, whichever occurs first.

**B. Scope of Service**

Contractor shall perform (or cause to have performed) the following PMI Services on the County-owned Vehicles at or prior to the Service mileage/time sequencing identified in Section 'A', above.

C. Inspections/PMI Services

1. "A" Inspection (PMI) Service (3,000 miles or 45 days)

(includes the following items, but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Check Front wheels for play – wheel bearings, ball joints and leaks
- Coolant, check and record protection and condition
- Pressure Test coolant system and radiator cap, check condition of hoses and clamps,
- Differential oil level, check
- Brake fluid level
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections
- Test and Record Alternator Readings
- Inspect brakes for operation and wear. Record percentage of pad and/or lining remaining
- Inspect brakes, and adjust as necessary
- Measure and record tire tread depth

- Check and record tire pressures (including spare tire)
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Check Steering for free play
- Check Steering fluid level
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record
- Inspect accessory drive belts for wear and tension; record result
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for operation of all switches gauges and lamps
- Inspect upper (overhead) panel for operation of all switches gauges and lamps
- Inspect all doors for adjustment and smoothness of operation
- Inspect wheelchair ramp/lift for operation and adjustment; including the interlock device
- Clean and lubricate wheelchair lift
- Cycle wheelchair ramp/lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling

- Inspect floor covering and step treads for damage
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit. (cutaway vehicles only)
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher – charge and expiration
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation
- Fluids spill kit

Plus other additional items as deemed appropriate.

2. "B" Inspection/Service (24,000 miles/12 months)

(included, but not limited to)

- "A" inspection; "J" inspection and "I" inspection
- Replace Engine air filter
- Replace Engine fuel filter
- Service Transmission, replace transmission filter
- Replace passenger compartment air filter
- Repack front wheel bearings
- Align front wheels
- Check front suspension and all shock absorbers

Plus other additional items as deemed appropriate.

3. "C" Inspection/Service (48,000 miles/Bi-Annual)

(included but not limited to)

- "A" Inspection

- "B" Inspection
- Engine coolant; replace
- Flush engine block and radiator
- Replace engine coolant thermostat
- Replace coolant hoses, clamps as necessary
- Replace radiator pressure cap
- Drain and refill differential
- Replace brake fluid

Plus other, additional items as deemed appropriate.

4. "J" Inspection ("45" day inspection/45-day cycle only)

(included, but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be maintained as a part of State law
- Brake inspection, record percentage of pad or linings remaining; adjust as necessary
- Inspect brake system for leaks, brake fluid level, add fluid as needed
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires
- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment

- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

5. "I" Service level (minimum once per week)

Contractor shall perform the PMI Service level "I" in accordance with California Code Regulations Title 13, Section 1234(f) and California Vehicle Code Section 34500.

Contractor is responsible for and shall conduct an "I" Service at frequent intervals (minimum weekly) utilizing qualified maintenance personnel.

PMI Service Level "I" shall include, but not be limited to the following:

"I" Service (minimum weekly)

(included, but not limited to)

- Engine Drive belts – inspection
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation and lighting)
- Tire pressure to specification
- Front wheel bearings (leaks and/or play)
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation

- Door operation
- Wheelchair lift or ramp and the interlock operation
- Wheelchair lift or ramp operation
- Emergency escape window operation
- Wiper/washer operation
- Measure and record A/C output temperature for both the front and rear passenger air vents
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

6. "DVI" Daily Pre-trip/Post-trip Vehicle Inspection

- By operator (driver) of vehicle
- Required inspection. 13 CCR 1215 (a)/Section 34500 CVC
- Contractor shall cause assigned driver (operator) of revenue service vehicle to conduct a vehicle "Pre-trip" inspection of said vehicle prior to operating (driving) said vehicle "Post-trip" on a daily basis, signed by the assigned operator (driver) of the vehicle.
- The vehicle defect report is required as a matter of record, whether or not any defects are found

Note: This inspection is not a pure maintenance function inspection, but rather conducted by the operator (driver) of the vehicle. Further detail of the "DVI" inspection is explained in the "operations" section of this document. Also under "Record Keeping Requirements."

D. Services Not Included

The following services shall be performed as part of the Contractor's regular maintenance. These items will be performed as necessary and may or may not be performed as part of the PMI Service:

- Tire repair and/or replacement.



- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Vehicle washing and cleaning (exterior and interior).
- Replacing and/or Recharging the fire extinguisher/ fire extinguisher compliance.
- Fuel and labor required to transport vehicles to be serviced/repared.

To the maximum extent possible, items shall be repaired or replaced and/or scheduled during routine PM maintenance to minimized vehicle downtime.

E. Parts Not Included In PMI Service (Contractor-Supplied)

The following parts will be maintained and replaced as needed on a day-to-day basis by Contractor at Contractor's expense.

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

F. Parts Included

The following parts shall be provided under either PMI Services or regular maintenance Services by Contractor (included, but not limited to):

Engine:

Oil filter(s)

- Air filter element
- Fuel filter element (both)
- Passenger compartment air filter
- Replacement oil
- Replacement coolant

Miscellaneous:

- Power steering fluid
- Brake fluid

Transmission:

- Oil filter(s)
- Replacement oil

Differential:

- Replacement oil

Wheel Bearing:

- Grease seals
- Grease

Lubrication grease

Silicone

Antifreeze

Battery water (distilled)

Battery terminal spray/protectant

Windshield washer fluid

A/C Compressor lube oil

Freon #R-134a refrigerant

Miscellaneous hoses/flex lines, and washer that have a replacement requirement as part of the PMI Services schedule.

Miscellaneous seals, and gaskets that have a replacement requirement as part of the PMI Services schedule.

Miscellaneous engine accessory drive belts as part of PMI Services schedule.

**SECTION 3. OIL ANALYSIS**

Sample will be taken by Contractor utilizing County-approved personnel and a County-approved sample-taking process. Within one business day of taking the sample, sample must be delivered to a Director-approved analysis facility for processing according to the following schedule:

ENGINE OIL: Sample requirement is 500 miles prior to Each "A" service/inspection (every second oil change).

Transmission Oil: Sample requirement is 500 miles prior to every other "B" only (12- month) service/inspection. Not to exceed 24,000 miles.

Contractor shall inform Director, at least seven calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At the Director's option, County personnel may be on-site to observe the Contractor's sampling procedures.

Contractor shall provide or shall cause to have provided to Director a copy of each analysis generated within one business day after results of said analysis are known -or- returned to Contractor by the oil analysis vendor.

**SECTION 4. RECORDS**

Individual PMI service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with California Highway Patrol terminal inspection requirements. Records shall be maintained for all "DVI," "I," "J," "A," "B," and "C" Inspection/Service plus any maintenance conducted or repairs made.

A copy of each PMI Services/repair activity shall be mailed to COUNTY at the following address:

County of Los Angeles  
Department of Public Works  
Programs Development Division  
Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Transit Manager

**SECTION 5. OIL/LUBRICANT SPECIFICATIONS**

Contractor shall utilize the following oil/lubricant specifications while servicing the current Chevrolet Venture County-owned vehicles:

- Engine Oil: 5W-30 grade is preferred and 10W-30 grade is permitted API Energy Conserving -or- as superceded by the American Petroleum Institute.

- Transmission Oil: Dexron-III or as specified by the manufacturer
- Differential Oil: Hypoid Geor Lubricant SAE 80-or-9G
- Engine Coolant: DEX-COOL 50/50 Anti-freeze/distilled water or as specified by the manufacturer
- Refrigerant (A/C System): Compressor: "CELTIC" [(rotary) 'Sanden' type)],  
(Split system) Compressor Oil "PAG" (R-134a)
- Power Steering Fluid: GM Power Steering Fluid Part No. 1052884
- Brake Fluid: Delco Supreme 11 (GM Part No. 12377967) or equivalent DOT-3 Heavy Duty
- Chassis Lube: per manufacturer's specification
- Steering: per manufacturer's specification
- Engine Air Filter: per manufacturer's specification

## **EXHIBIT N.1**

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**INTENTIONALLY OMITTED**

## CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

### 1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

A. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to: (1) initiate substance abuse testing as described herein below; (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

B. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1) Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of **0.04** percent.

2) Mandatory drug and alcohol testing within two (2) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while

operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. Contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3) Non-discretionary, Random Substance Abuse Testing

Contractor shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.



The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, Contractor shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, Contractor shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4) Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5) Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

Contractor shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of Contractor's intention to prohibit performance of specified duties. Contractor is not required hereby to terminate employment of the individual altogether.

C. Institute A Review Procedure

The Contractor shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by Contractor, an employee representative (who shall be an employee of Contractor), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

## EXHIBIT O.1

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule Contractor's intended work prohibition.

The decision shall be written but need not be a formal document.

### 2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by Contractor. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and Contractor will not refuse to honor a criminal or civil subpoena relative thereto.

### 3. Liability

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of Contractor to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
QUARTERLY REPORT**

**Contractor:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Agreement/Contract No.** \_\_\_\_\_ **Service:** \_\_\_\_\_

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

**FAX to:** (626) 979-5359  
or  
**MAIL to:** Los Angeles County Department of Public Works  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

<b>I. <u>RANDOM TESTING</u></b>	<b><u>DRIVERS</u></b>	<b><u>MECH.</u></b>	<b><u>OTHER</u></b>	<b><u>TOTAL</u></b>
a. Number of drivers and mechanics assigned to service this quarter.	_____	_____	_____	_____.
b. Number of random test (25% minimum)	_____	_____	_____	_____.
c. Number of positive tests results	_____	_____	_____	_____.
d. Number of positive second tests	_____	_____	_____	_____.
e. Action taken due to second positive tests	_____			
<b>II. <u>PRE-EMPLOYMENT TESTING</u></b>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests	_____			
<b>III. <u>INCIDENT-RELATED TESTING</u></b>				
a. Number of employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Number of positive second tests	_____	_____	_____	_____.
d. Action taken due to second positive tests	_____			

Prepared By \_\_\_\_\_

Date \_\_\_\_\_

**TRANSIT SECURITY PLAN**

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(Intentionally left blank)

NTD PARATRANSIT ANNUAL SUMMARY REPORT

EXHIBIT Q.1

RIDERSHIP INFORMATION									
Month	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	Comments
July '16									
August '16									
September '16									
October '16									
November '16									
December '16									
January '17									
February '17									
March '17									
April '17									
May '17									
June '17									
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

RIDERSHIP INFORMATION									
Month	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	Comments
July '16									
August '16									
September '16									
October '16									
November '16									
December '16									
January '17									
February '17									
March '17									
April '17									
May '17									
June '17									
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

movement is limited or due to safety concerns. Examples -- brakes, doors, engine cooling system, steering and front axle, rear axle, and suspension and torque converters.

\* Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples -- breakdowns of fareboxes, wheelchair lifts, HVAC systems and other non major mechanical failures.

\*\*\* SAFETY AND SECURITY THRESHOLDS

Major Incident S & S-40 (Safety or Security)		Non-Major Incident S & S - 50	
Incidents not already reported on the Major Incident Reporting form.			
Existence of one or more of the following conditions:			
1. One or more fatalities (including suicide)			
2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)			
3. Property damage equal to or exceeding \$25,000			
4. An evacuation due to life safety reasons (ex CNG leak)			
Arrests/Citations			
1. Other (non-aggravated) Assaults			
2. Fare Evasion			
3. Trespassing			
4. Vandalism			
5. Nonviolent Civil Disturbance			

diesel fuel	DF
bio-diesel	BD
gasoline	GA
liquefied gas (propane)	LP
liquefied natural gas	LNG
methanol	MT
ethanol	ET
compressed natural gas	CNG
other	OR



NAME \_\_\_\_\_ DATE \_\_\_\_\_

PAGE# \_\_\_\_\_ OF \_\_\_\_\_ PAGES

VEH# \_\_\_\_\_

TOTAL TRIPS \_\_\_\_\_

SERVICE MILEAGE \_\_\_\_\_

LEAVE YARD \_\_\_\_\_

LEAVE YARD \_\_\_\_\_

FIRST PICK-UP \_\_\_\_\_

FIRST PICK-UP \_\_\_\_\_

LAST DROP-OFF \_\_\_\_\_

LAST DROP-OFF \_\_\_\_\_

RETURN TO YARD \_\_\_\_\_

RETURN TO YARD \_\_\_\_\_

TOTAL THIS SIDE \_\_\_\_\_

TOTAL OTHER PAGE \_\_\_\_\_

TOTAL \_\_\_\_\_

TIME DRIVER SIGN ON \_\_\_\_\_

TIME DRIVER SIGN OFF \_\_\_\_\_

LAST DROP B4 LUNCH \_\_\_\_\_

MILEAGE \_\_\_\_\_

1ST P/U AFTER LUNCH \_\_\_\_\_

MILEAGE \_\_\_\_\_

**SAMPLE**

**FUELING**

BEGIN MILEAGE \_\_\_\_\_

END MILEAGE \_\_\_\_\_

BEGIN TIME \_\_\_\_\_

END TIME \_\_\_\_\_

SCHED TIME	ACTUAL PICK UP TIME	PICK UP MILE	PICK UP POINT	DESTINATION	DROP OFF TIME	DROP OFF MILE	FARE 0.50	FREE or ESCORT	W/C	NO SHOW	CANCEL	TRIP MILE	PASS MILE				
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												SUBTOTAL THIS PAGE		SUBTOTAL FROM FOLLOWING PAGE(S)		GRAND TOTAL	

DRIVER'S SIGNATURE \_\_\_\_\_

SUPERVISOR'S SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_ CITY OF \_\_\_\_\_



PAGE# \_\_\_\_\_ OF \_\_\_\_\_ PAGES VEH# \_\_\_\_\_

SCHED TIME	ACTUAL PICK UP TIME	PICK UP MILE	PICK UP POINT	DESTINATION	DROP OFF TIME	DROP OFF MILE	FARE 0.50	FREE or ESCORT	W/C	NO SHOW	CANCEL	TRIP MILE	PASS MILE
21													
22													
23													
24													
25													
26													
27													
28													
29													
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31													
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33													
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36													
37													
38													
39													
40													
SUBTOTAL THIS PAGE													
SUBTOTAL FROM FOLLOWING PAGE(S)													
<b>GRAND TOTAL</b>													
DRIVER'S SIGNATURE _____													
SUPERVISOR'S SIGNATURE _____													



**Bid Submission Instructions**

1. Public Works will send an Invitation for Bids (IFB) to all Qualified Contractors. Public Works, in its sole discretion, may send the IFB to Qualified Contractors via email or other electronic methods.
2. In order for the bid to be considered responsive and responsible, Qualified Contractors shall comply with all requirements of the IFB.
3. IFB may request the Qualified Contractors to meet additional Minimum Mandatory Requirements that were not part of the Statement of Qualifications and/or provide information that the Minimum Mandatory Requirements, which was satisfactorily met by the Qualified Contractor at the time of SOQ submission, is still valid.
4. IFB will include a job-specific Scope of Work and related exhibits, if applicable.
5. IFB may mandate that all Qualified Contractors attend a mandatory walk-through.
6. IFB will include a comprehensive Form PW-2, Schedule of Prices, and Form LW-8, Cost Methodology for the work identified.
7. Contractor shall submit a sealed bid prior to the deadline indicated in the IFB as well as any additional licenses/certificates, and/or additional experience and equipment requirements. Public Works, in its sole discretion, may request that bids be submitted via email or other electronic methods.
8. In accordance with Statements of Qualifications, Part I, Section 4, Evaluation of Statement of Qualifications; Award and Execution of contract, Public Works will award a Contract to the responsive and responsible Qualified Contractor with lowest bid, adjusted, as applicable, by the Local SBE Preference, Social Enterprise (SE) Preference, Disabled Veteran Business Enterprise (DVBE) Preference, and any other additional evaluation criteria as indicated in the IFB.
9. Public Works, in its sole discretion, reserves the right to negotiate submitted bid's price, to achieve the most beneficial price for the County. The negotiation with the responsive and responsible Qualified Contractor with the lowest bid will not result in a change in the rating of the bidders.
10. If the IFB requests multiple quotations, no bid will be considered unless the bidder submits a price on all items within each category.
11. Public Works, in its sole discretion, reserves the right to cancel this IFB process at any time.

## Table of Contents



Table of Contents		
Letter of Transmittal		
I. Support Documents for Corporation		
II. Experience		
A. Firm Background		1
B. Organizational Structure		2-14
C. Service Experience		15-17
D. Minimum Mandatory Requirements Met		17
III. Work Plan		
A. Staffing Plan		1-7
B. Communication Plan		7-8
C. Storage & Maintenance Facility		9-13
D. Maintenance Plan		13-19
E. ADA Compliance		19
F. CHP Inspections		20
G. Transit Security Plan		20
IV. Quality Assurance		1-3
V. Financial Resources		1
VI. Proposal Forms		
PW-1	Verification of Proposal	
PW-2	<i>Schedule of Prices - Not Required</i>	
PW-3	Jury Service Program	
PW-4	Industrial Safety Record	
PW-4.1	Driver Safety Record	
PW-5	Conflict of Interest Certification	
PW-6	Reference List	
PW-7	Equal Opportunity Certification	

PW-8	List of Subcontractors - None Allowed	
PW-9	SBE Preference	
PW-10	GAIN and GROW Employment Commitment	
PW-11	Request for Reviw	
PW-12	Charitable Contributions Certifications	
PW-13	Transitional Job Opportunities Preference Application	
PW -14	Statement of Terminated Contracts	
PW-15	Proposer's Pending Litigations & Judgments	
PW-16	Proposer's Insurance Compliance Affirmation	
PW-17	Certificate of Compliance County Defaulted Property Tax	
PW-18	DVBE Preference Program	
PW-19	Proposer Compliance with Min Requirements RFP	
PW-20	Statement of Equipment Form	
PW-21	<i>Displaced Transit Employee - Not Required</i>	
LW-2	LWO Application for Exemption-Not applicable	
LW-4	Living Wage Acknowledgment & Statement of Compliance	
LW-5	Labor/Payroll/Debarment History	
LW-6	Assessment of Labor Law/Payroll Violations	
LW-7	Proposer's Employee Benefits	
LW-8	<i>Proposer's Staffing Plan &amp; Cost Methodology - Not Required</i>	
LW-9	Wage & Hour Record Keeping for Living Wage Contracts	

FINANCIAL STATEMENTS CAN BE FOUND ON AN ENVELOPE MARKED "CONFIDENTIAL" ENCLOSED WITH THE BINDER MARKED "ORIGINAL"



June 15, 2016

Eric Fong  
Los Angeles County Department of Public Works  
Administrative Services Division – 9<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

*Re: Request for Statement of Qualifications for Fixed Route and DAR Transit Services  
(2016-SQPA001)*

Dear Mr. Fong:

Thank you for the opportunity to participate in the pre-qualification process for Fixed Route and DAR Transit Services. We are always proud to say that Empire is Southern California's most experienced minority and locally owned transportation company. We have successfully provided shuttle services for over forty-eight years in Southern California, including services for the Los Angeles County Department of Public Works. During the past five years, we have established a rewarding professional relationship with the Los Angeles County Department of Public Works by providing the best service with emphasis in customer service, high maintenance standards, and safety.

In addition to meeting all the minimum requirements as set forth in the RFSQ, we strongly believe that we have proven to be the partner that we promised in our proposals.

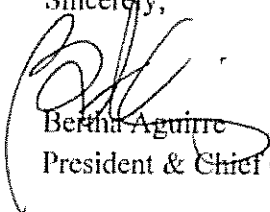
Another factor that makes Empire different is our management structure. Both owners, Miguel Oliver and I, are very involved in day-to-day operations, allowing for swift decision making without waiting for the ownership being brought up to speed. We feel that we are the best operator to continue to be a qualified vendor for DPW based on our proven experience, currently established operational infrastructure, facility, and management structure.

As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1,

**BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968**  
8800 Park Street, Bellflower, CA 90706  
• 562-529-2676 Ext. 114 • FAX 562-529-2220 •  
E-Mail [baquirre@emptransportation.com](mailto:baquirre@emptransportation.com)

as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



Bethna Aguirre  
President & Chief Operating Officer

**BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968**





**State of California**  
**Secretary of State**

S

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F786694

**FILED**

In the office of the Secretary of State  
of the State of California

AUG-25 2015

This Space for Filing Use Only

**1. CORPORATE NAME**

EMPIRE TRANSPORTATION, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C2742033

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/V	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/V	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have an office with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/25/2015 GEORGE SALMAS AGENT  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

*George Salmas*  
SIGNATURE

2742033

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California  
**APR 12 2005**

ARTICLES OF INCORPORATION

OF

Empire Transportation, Inc.

I

The name of the corporation is Empire Transportation, Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

George Salmas, Esq.  
c/o SALMAS LAW GROUP  
1880 Century Park East  
Suite 420  
Los Angeles, CA 90067

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

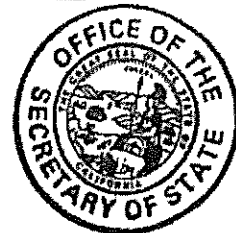
VI

The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Dated: April 12, 2005



Frances Severe, Incorporator



State of California  
Secretary of State  
CERTIFICATE OF STATUS

RECEIVED  
OCT 07 2013  
BY: \_\_\_\_\_

ENTITY NAME:

EMPIRE TRANSPORTATION, INC.

FILE NUMBER: C2742033  
FORMATION DATE: 04/12/2005  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of September 30, 2013.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

SJA





## II. Experience

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### A. Firm Background

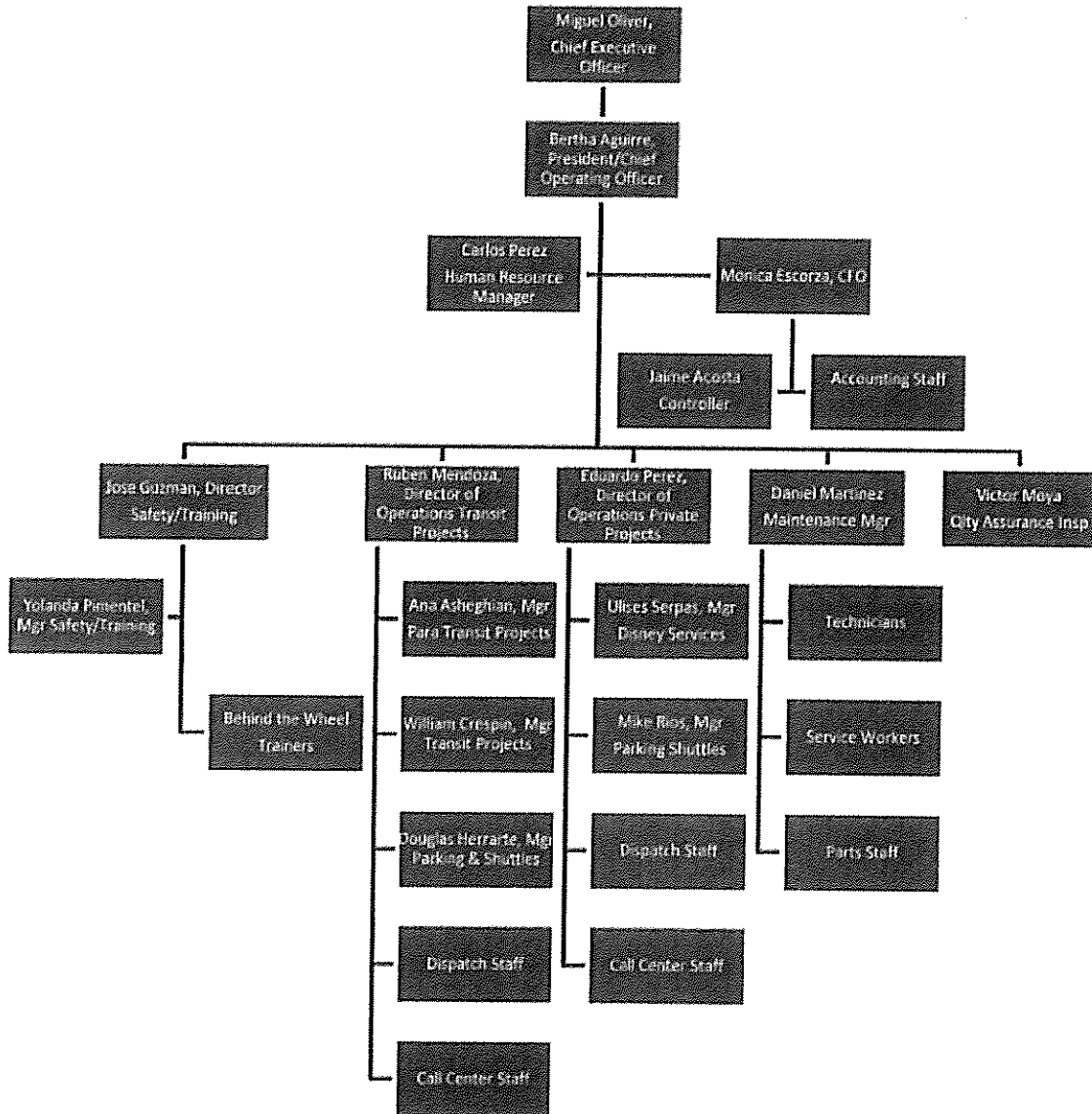
Established in 1968, Empire Transportation is Southern California's premier locally and minority owned passenger transportation company. Empire is a California S Corporation and all of its outstanding shares are owned by Miguel A. Oliver and Bertha Aguirre who serve as Chief Executive Officer and President/Chief Operating Officer respectively. This owner/operator situation brings major benefits to our clients, including:

- Empire can move rapidly to make any decision or commitment necessary to meet the needs of our clients.
- Our staff wastes no time with the endless corporate meetings that are endemic to most national companies.
- Ownership is contagious: the proximity of our shareholders to the management team allows our managers to function as extensions of the company ownership because they know the owners and their values intimately.

Empire is a local company, headquartered in Bellflower, California therefore there are no separate divisions. Rather project staff has and will continue to have direct access to the company principals. And since the company principals are locally based, the principals know the details of this operation in real time. As part of this ownership atmosphere and the pride of ownership, no portion of this or other services are done by subcontractors.

## B. Organizational Structure

### 1. Firm Organization Chart





## 2. Project Organization Chart

We at Empire are very proud to have highly experienced and energetic managers that excel in both service types, transit and paratransit. These managers are Ana Asheghian and Ruben Mendoza. Mr. Mendoza worked directly on the Los Angeles County Department of Public Works Sunshine project. Mrs. Asheghian is the current project manager assigned to the Los Angeles County Department of Public Works Whittier and East Los Angeles Dial-a-Ride program. Both of them have a proven record of providing efficient and honest service to the Department of Public works. Resumes of key corporate officers and key project managers can be found beginning at page 5 of this section.

- **Ana Arredondo** currently works as the assigned Project Manager for the Whittier and East Los Angeles Dial-A-Ride programs. She successfully supervises the customer service call center, the dispatching department as well as the operators. She developed established a rewarding professional relationship with the DPW's assigned manager to these contract. Adding to her vast transit experience, she also has worked for Empire as the Assistant General Manager for the Riverside Transit operations where she showed her ability to multi-task and maintain a solid operation. Ms. Arredondo is very experienced with the reporting requirements for this project as well as all the operating procedures since she worked on this project for a period of three years. She has attended the MTA NTD reporting seminar. In addition holds the Transit Paratransit Management Certificate from University of the Pacific.
- **Ruben Mendoza** is very familiar with fixed route systems. He managed the Sunshine Shuttle Service for DPW. He is also responsible for the successful service implementations for the City of Lawndale fixed-route service and the City of Bellflower fixed-route and dial-a-ride service. He is also responsible for all of the NTD reporting requirements for these two projects and has attended the MTA NTD reporting seminar. In addition he is a Certified Community Transit Manager. During his employment with Southland Transit, Ruben was the dedicated Project Manager to the Burbank Local Transit.

Working with Ana and Ruben on the implementation of projects are several other Empire managers.

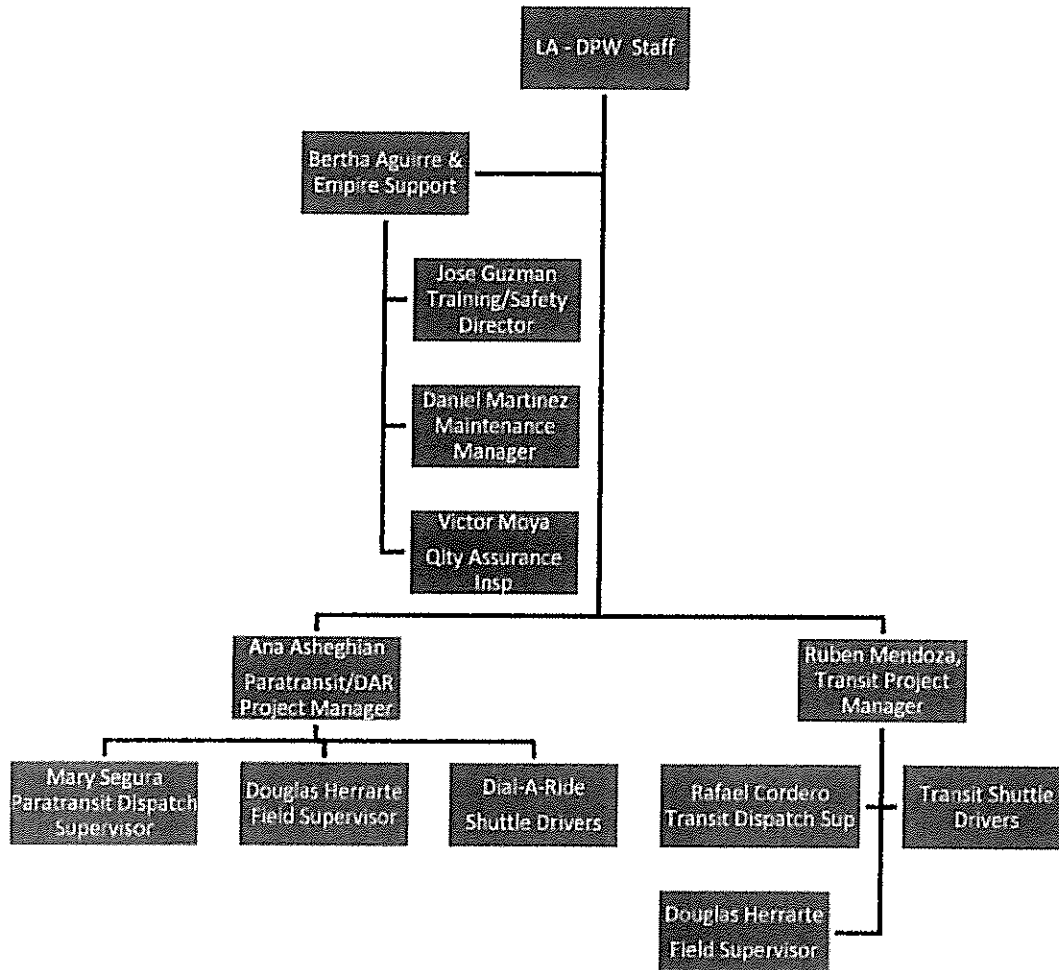
- Support for our paratransit dispatchers will be coordinated by **Mary Segura**, Empire's Paratransit Dispatch Supervisor. Mary is an experienced transit/paratransit professional who learned her trade as a dispatcher and dispatch supervisor for Dial-a-Ride Services in the Los Angeles County area. She currently provides dispatch support for our DPW's Dial-a-Ride programs.
- **Rafael Cordero** will function as the Dispatch Supervisor for Transit Projects. He is an experienced supervisor and has been with Empire for the past 4 years. He



currently provides support to our City of Bellflower fixed-route service as well as other private fixed-route contracts.

- **Douglas Herrarte** will function as field supervisor and primary behind the wheel trainer. Douglas has been with Empire for the past 15 years. He is an experienced Manager who will be responsible for our on-road driver evaluations, on time performance evaluations and for behind the wheel training.
- **Jose Guzman** is Empire's long time Director of Safety and Training. He is a Transportation Safety Institute certified instructor and is also certified to teach all elements of the National Safety Council defensive driving course.
- **Daniel Martinez** is Empire's vehicle maintenance manager and is responsible for our 228 vehicle fleet. The fleet includes 74 vehicles fueled by either compressed natural gas or propane and he is highly adept at the practices and procedures required for successful maintenance of vehicles operating on alternate fuels.

## Project Organization Chart



### 3. Resumes

The resumes for key personnel and corporate managers follow.

## **Miguel Oliver, Chief Executive Officer**

### **Professional Profile**

Senior Executive with proven experience in all aspects of building a highly successful, customer focused, passenger transportation company.

- Management Development
- Quality Assurance
- Facility Acquisition
- Banking/financial relationships
- Active Corporate Citizenship
- Marketing and Customer Retention
- Safety/Risk Management
- Strategic Planning
- Vehicle Selection and Purchasing
- Building effective service partnerships

### **Professional Accomplishments**

#### **Strategy Development/Implementation**

- Developed the growth strategy that has tripled the size of the company
- Built accountability systems to maintain control over far flung operations
- Move the company strongly into alternative fuels
- Designed the Kaiser purchasing and inventory systems that are still used to this day
- Opened major new company markets in the higher education sector
- Established the facility infrastructure to support expansion
- Set the example for the entire team in positioning the company as a high quality service partner for clients where quality of service matters

#### **Financial Management**

- Established financial reporting systems to assess project by project results
- Established banking relationships that have supported the company through its growth
- Established cost effective insurance relationships built on effective risk management
- Built maintenance controls to ensure effective maintenance at sustainable cost
- Established strong vendor partnership with preeminent bus sales firm in region
- Coached program managers to take ownership of financial controls in their area

#### **Team Building**

- Established the program manager system to ensure project control over wide area
- Recruited top quality financial manager to provide feedback to managers
- Established succession planning to insure long term success of Empire
- Brought in new talent at appropriate times to support company's development
- Mentored every one of our program managers in building effective client partnerships

### **Work History**

<b>Chief Executive Officer</b>	Empire Transportation, Inc.	2011-Present
<b>President &amp; CEO</b>	Empire Transportation, Inc.	1998 – 2011
<b>Dir. Central Support Services</b>	Kaiser Permanente	1970- 1998
<b>Co-Founder</b>	Empire Parking Services	1968 – 1970



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## **Bertha Aguirre, President/Chief Operating Officer**

### **Professional Profile**

*Senior Transportation Operations Executive with proven experience leading a team of transportation professionals providing high quality transportation services to multiple clients.*

- *Transportation Operational Control*
- *Customer Relations*
- *Seasonal/Event Transportation*
- *Campus Shuttles*
- *Quality Assurance*
- *Safety/Risk Management*
- *Adult Special Needs Transportation*
- *Non Emergency Medical Transportation*

### **Professional Accomplishments**

#### **Operational Excellence**

- *Delivered 30% productivity improvement with new dispatch software*
- *Achieved consistent year to year decreases in accident frequency*
- *Developed effective management structure for multi site supervision*
- *Attained 100% compliance with CHP, DOT, DMV and PUC requirements*

#### **Service Implementation**

- *Exceeded client expectations on every new project*
- *Recruited new program managers to handle service growth*
- *Developed specific performance standards to insure effective start ups*
- *Developed aggressive recruiting/training programs to staff new projects*

#### **Customer Relations**

- *Established high level communications with clients to insure our responsiveness*
- *Insured that clients received timely and accurate reporting*
- *Intervened personally to handle sensitive investigations or reporting*
- *Developed effective driver training programs to improve passenger service*

### **Work History**

<b>President/Chief Operating Officer</b>	<i>Empire Transportation, Inc.</i>	<i>2011-Present</i>
<b>Chief Operating Officer</b>	<i>Empire Transportation, Inc.</i>	<i>1996 - 2011</i>
<b>Customer Service/ Accounting Coordinator</b>	<i>Classical Building Arts, Inc.</i>	<i>1993 – 1996</i>

### **Education**

<b>Business Administration/ Accounting</b>	<i>Cal State Los Angeles &amp; UCLA</i>	<i>1991-1996</i>
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## **Ana Arredondo, Proposed Project Manager**

### **Professional Profile**

Highly experienced and energetic manager of community transit and paratransit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

### **Professional Accomplishments**

#### **Operations Management**

- Delivered superior service to six of Los Angeles County projects serving unincorporated areas including Whittier Dial-A-Ride.
- Successfully implemented and enforced procedures at L.A. Metro, Division 95 that resulted in the key categories measured exceeding Metro's internal performance.
- Experience in successfully managing all aspects of operations in both demand response and fixed route environments.

#### **Control of Dispatch and Call Center Operations**

- Supervised and gave guidance for the successful start up and implementation of multiple municipal dial-a-rides in LA County.
- Able to elevate and maintain a passenger per hour that exceeded contractual demand both in West Covina, Alhambra and Pico Rivera Dial a Ride.

#### **Customer Service**

- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects

### **Work History**

Assistant Gen. Mgr.	Empire Transportation	2012 – Present
Project Manager	Southland Transit	2010 - 2012
Assistant Gen. Mgr	Southland Transit	2005 - 2010
Customer Service Team Leader	Southland Transit	2002 - 2005
Customer Center Rep.	Southland Transit	2001 - 2002

### **Education**

Bachelor of Arts	Cal State Los Angeles	2006
Transit Paratransit Management Certificate	University of the Pacific	2009



## ***Ruben Mendoza, Proposed Project Manager***

### **Professional Profile**

Highly experienced manager of community transit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

### **Professional Accomplishments**

#### **Operations Management**

- Delivered superior service to a diverse group of clients including several municipalities and Access Services, the CTSA for Los Angeles County.
- Successfully implemented NTD reporting procedures throughout his company's LA County community transit projects.
- Managed multiple special needs transportation projects Regional Centers.

#### **Control of Dispatch Operations**

- Responsible for the successful implementation of automated routing systems for multiple municipal dial-a-rides in LA County.
- Designed the scheduling approach that improved years of poor performance in the Riverside Transit Agency ADA system leading to the best performance ever.
- Headed the new project team that corrected long-standing problems with the Access Services West Central area by delivering its highest ever on-time performance.

#### **Customer Service**

- Eliminated "VIP" approach at ASI in favor of better service for all passengers.
- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects, including major accomplishments for two large ADA systems at RTA and ASI.

### **Work History**

<b>Director of Operations</b>	Empire Transportation, Inc.	2009 - Present
<b>Director of Operations</b>	Southland Transit	2007 - 2009
<b>Area General Manager</b>	Southland Transit	2002 - 2007
<b>Dispatch Team Leader</b>	Southland Transit	2000 - 2001
<b>Supply Administrator</b>	United States Marine Corps	1996 - 2000



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## **Jose Guzman, Safety Training Manager**

### **Professional Profile**

Experienced Transportation safety and training professional with proven experience recruiting and training courteous safety-aware drivers. Demonstrated skills in all of the following areas.

- Commercial Driver Requirements
- Classroom Driver Instruction
- Behind the Wheel Training
- Accident Investigation
- OSHA Reporting and Compliance
- Administration of the Pull Notice Program
- Drug/Alcohol Program Management
- Driver Refresher Training

### **Professional Accomplishments**

#### **Service Implementation**

- Trained all required drivers for every company start up
- Planned and conducted the training to support alternate fuel implementation
- Conducted required background checks of all new drivers and staff
- Managed multiple re-starts of campus shuttles on rotating calendars

#### **Regulatory Compliance**

- Worked closely with CHP & PUC Inspectors to insure full compliance
- Conducted all required harassment training
- Managed pull notice program without any inspection defects
- Successfully maintained all required driver training records

#### **Safety/Training**

- Insured that all accident/incident investigations are accomplished in a timely manner
- Conducted all driver classroom training for the company
- Provided behind the wheel training both directly and through delegated trainers
- Coordinated with external resources for required management training

### **Work History**

<b>Safety/Training Mgr</b>	Empire Transportation	2004 – Present
<b>Office Manager</b>	Empire Transportation	1990 – 2004
<b>Field Supervisor</b>	Empire Transportation	1988 – 1990

### **Education/Certificates**

#### **Multiple Training Certifications**

National Safety Council Instructor, TMA Passenger Assistance Course, Transportation Safety Institute Certified Instructor, Crisis Prevention Certified Instructor, CTA Certified Safety Coordinator, Certified Administrator – DMV CDL Program, Pull Notice Administration, Terminal Inspection Requirements, Substance Abuse Recognition and Prevention, Red Cross First Aid/CPR Instructor



## **Daniel Martinez, Fleet Maintenance Manager**

### **Professional Profile**

Experienced transportation fleet maintenance manager with a proven record for providing safe, clean, attractive and reliable vehicles for operations. Demonstrated skills in all of the following areas.

- Shop Scheduling
- Technician Training
- Computerized Engine Diagnostics
- Purchasing/Inventory Control
- Maintenance Reporting
- Alternate Fuel Technologies
- Warranty Management
- Regulatory Compliance

### **Professional Accomplishments**

#### **Service Implementation**

- Handled new vehicle inspection/get ready for multiple new projects
- Coordinated design, production and application of vehicle decals/wraps
- Coordinated warranty coverage with manufacturers and modifying entities
- Installed all required special equipment (examples: fareboxes, cameras, head signs)

#### **Control of Service Operations**

- Provides immediate, on-line response to vehicle problems
- Dispatches maintenance resources to respond to problems in the field
- Coordinates preventive maintenance to support vehicle availability
- Insures readiness and adequacy of spare vehicle resources

#### **Technical Leadership**

- Insured availability of computerized diagnostic tools for technicians
- Built fully compliant air conditioning maintenance program
- Established technical documentation to support warranty claims
- Designed installation program for on board security cameras

### **Work History**

<b>Maintenance Manager</b>	Empire Transportation, Inc.	2011 - Present
<b>Maintenance Manager</b>	Southland Transit, Inc.	2009 - 2011
<b>Maintenance Manager</b>	MV Transit, Inc.	2006 - 2009
<b>Assistant Maint. Mgr.</b>	First Transit, Inc.	2005 - 2006

### **Education/Certificates**

Associate of Occupational Studies Degree in Automotive/ Diesel and Industrial Technology	Universal Technical Institute
Transit Engines, Transit Brakes, Transit Suspension/Steering, Transit Electric, Transit Climate Control, School Bus Brakes	ASE



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## **Mary Segura, Paratransit Dispatch**

### **Professional Profile**

Experienced passenger transportation dispatcher with a proven record for providing effective service scheduling, operational control and customer service support. Key areas of capability include.

- Driver Scheduling
- Use of Automated Dispatch Tools
- Providing Transit Information
- Direct Driver Supervision
- Accident/Incident Response Coordination
- Handling Customer Calls
- Preparing Operational Reporting
- Training of Dispatch Staff

### **Professional Accomplishments**

#### **Use of Dispatch Tool**

- Expert user of DDS dispatch tools for Access Services
- Key member of team converting Access to StrataGen Automated Dispatching
- Managed conversion of Empire systems to RouteMatch Automated Dispatching

#### **Control of Service Operations**

- Managed hundreds of drivers in three different areas for Access Services
- Managed dispatch portion of a new taxi start up on the Westside.
- Handled all dispatch facets of service implementation for City of Bellflower

#### **Customer Service**

- Over 10 years of experience handling transportation customer calls
- Experienced in use of information systems to provide information to passengers
- Trained dozens of customer service agents to provide transportation information

### **Work History**

Dispatcher	Empire Transportation	2010 – Present
Project Administrator	All Yellow Taxi	2007 – 2010
Dispatch Supervisor	Global Paratransit	2003 – 2007
Dispatcher	United Paratransit	1999 – 2003

### **Training**

StrateGen Automated Dispatching – RouteMatch Automated Dispatching  
DDS Taxi Dispatch System – TSS ATBOS Reporting System for ASI



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## **Rafael Cordero, Transit Dispatch**

### **Professional Profile**

- Behind the Wheel Training
- Driver Counseling/Coaching
- Customer Reporting
- Mobile data devices
- Accident/Incident Investigation
- Service Monitoring

### **Professional Accomplishments**

#### **Service Implementation**

- Developed and implemented protocols for staff in handling dispatch issues.
- Developed new training procedures to incorporate changes in securing wheelchairs
- Conducted all new driver interviews for the 108 driver North Los Angeles Regional Center Service.

#### **Control of Service Operations**

- Provided oversight for all transit/paratransit operations in unincorporated North Los Angeles
- Provided all project reporting for multiple Contracts including NTD reporting
- Handled daily roll out supervision for the several contracts operated in the San Fernando Valley

#### **Safety/Training**

- Assisted in behind the wheel training for Empire's new contracts
- Conducted accident/incident investigations and resulting re-training
- Trained driver on use of mobile data tools to enhance reporting
- Trained drivers on best practices to keep accurate and timely reporting

#### **Work History**

Supervisor	Empire Transportation	08/2012 - Present
Supervisor	Keolis	2011 - 08/2012
Supervisor	Diversified Transportation	2009 - 2011
Lead Dispatcher	Diversified Transportation	2008-2009

#### **Education/Certificates**

Certified Instructor	Transportation Safety Institute	2008
NTD Reporting	LACMTA Seminar	2009



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## ***Victor Moya, Quality Assurance Inspector***

### **Professional Profile**

Experienced problem-solving oriented manager within the transportation industry with a proven record for evaluating all aspects of a transportation program as well as providing professional advice to improve the areas found to be deficient. Demonstrated skills in all of the following areas.

- Professional Conduct Policy
- On Road Evaluation
- Safe Work Habits
- Customer Service and Sensitivity Training
- Accident/Incident Investigation
- Service Monitoring
- ADA Customer Care Training

### **Professional Accomplishments**

#### **Quality Control**

- Key contributor to the development and establishment of a comprehensive Quality Assurance Program at Empire
- Responsible for Customer Service and Accounts Executive training at UPS.
- Fully responsible for the job performance and safety of a team of 150 drivers at UPS.

#### **Customer Service and Compliance**

- Ensured compliance with a comprehensive Customer Service Program developed for the Call Center and Dispatch Departments at UPS
- Enforced strict professional conduct procedures at UPS
- Responsible for safety compliance as Area Manager for UPS

#### **Employee Coaching/Counseling**

- Emphasis in developing a Trust and Team approach at Empire
- Responsible for developing a Dispute Resolution Program at UPS
- Worked with drivers to improve commitment to schedules that resulted in improved on-time delivery rates and a marked increase in efficiency at UPS

### **Work History**

<b>Quality Assurance Inspector</b>	Empire Transportation	2009 - Present
<b>Area Supervisor</b>	UPS	2002 - 2009
<b>Account Executive</b>	UPS	1999 - 2002
<b>Dispatch/Call Center Supervisor</b>	UPS	1992 - 1999
<b>Distribution Ctr. Supervisor</b>	UPS	1988 - 1992

### **Education/Certificates**

B.S. in Marketing and Business Admin	Cal State LA	1985-1990
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## C. Service Experience

Empire Transportation, Inc. provides high quality fixed route and demand responsive services to some of Southern California's most prestigious, quality centered organizations such as Los Angeles County Department of Public Works. These clients have chosen Empire to meet their transportation needs because of our reputation for providing transportation services that are consistent with the client's own high standards. Our success has come from working with each client to clearly understand their specific needs and then design a specific transportation program to satisfy those needs. Every client, large or small receives the same commitment to an individual customized level of excellent service from Empire.

We strongly believe that our references demonstrate that we not only "get it" as far as skills, practices and procedures necessary to operate diverse services but also that we honor our commitment to all of our customers.

- ✓ At RTA, Empire is the first company to have completed the initial term of two years and the three-one year options for the Fixed Route services in good standing. We operate and maintain a mixed fleet of 79 vehicles that service a high volume of passengers in harsh weather conditions. Empire has been awarded this contract for an additional 5 year term.
- ✓ At Disney we operate Type VII and Type VIII CNG powered vehicles on a highly intense 24/ 7 schedule where maintaining vehicle spacing is critical to customer satisfaction of the Disney cast members. We have been providing this service for nine years. After a lengthy procurement process, our contract was renewed in 2014. The new contract calls for an initial term of seven years with two-one year options. It is very unusual for The Walt Disney Company to issue such contract terms. Empire has earned their valued trust by meeting the commitment of improving service in every measurable category.
- ✓ AltaMed Health Services has been our customer since 1996. Empire provides service to eight different centers covering a large part of Los Angeles and Orange Counties. The success of this program is based in instant communication between drivers, dispatchers, program managers and end-users. Any concerns or issues are addressed promptly.
- ✓ Whittier and East Los Angeles Dial-a-Ride Programs. Empire has been successfully running both programs since 2013. We service the Los Angeles County unincorporated areas in Whittier and East Los Angeles. As with other customers, efficiency, transparency and communication between Empire and DPW are key to a well running operation.
- ✓ In 2009, Empire began expanding into municipal fixed routes and dial-a-ride services. With our RTA contracts, City of Bellflower and unincorporated areas of Los Angeles County we have instituted reporting standards to meet those of NTD's.

## D. References.

### Disneyland Resort

Address: 1313 S. Harbor Blvd, Anaheim, CA 92802  
Contact Person: Mark Hatfield  
[mark.hatfield@disney.com](mailto:mark.hatfield@disney.com)  
Telephone: 714.781.1828  
Length of Service: June 2006 to the present  
Type of Service: Fixed Route Shuttle Service – 365 Day  
Operation  
Fleet: 28 Type VII and VIII Medium Transit  
Vehicles – CNG Powered  
Revenue Hours: 123,140



### Riverside Transit Agency

Address: 1825 Third Street  
Riverside, CA 92507  
Contact Person: Virginia Werly  
[vwerly@riversidetransit.com](mailto:vwerly@riversidetransit.com)  
Telephone: 951-565-5184  
Length of Service: 2011 to the present  
Type of Service: County Fixed-Route Service  
Fleet: Mixed Fleet of Trolley, Thomas, Type II  
and Type VII Buses  
Revenue Hours: 156,000



### City of Bellflower

Address: 16600 Civic Ctr. Dr, Bellflower, CA 90706  
Contact Person: PJ Mellana  
[pmellana@bellflower.org](mailto:pmellana@bellflower.org)  
Telephone: 562.804.1424  
Length of Service: July 1, 2010 to the present  
Type of Service: Fixed Route & Dial-a-ride  
Fleet: 6 Transit Vehicles  
Revenue Hours: 8,500



### AltaMed

Address: 1040 Camfield, Los Angeles, CA 90040  
Contact Person: Marco Martinez  
[marcmartinez@la.altamed.org](mailto:marcmartinez@la.altamed.org)  
Telephone: 323.558.7626  
Length of Service: 2001 to the present  
Type of Service: Demand Responsive Service  
Fleet: 44 Cutaway Paratransit Vehicles  
Revenue Hours: 68,208





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**DPW – Sunshine Shuttle**

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Address: 900 South Fremont Ave, Alhambra, CA  
91803  
Contact Person: Vanessa Rachal  
[vrachal@dpw.lacounty.gov](mailto:vrachal@dpw.lacounty.gov)  
Telephone: 626.458.5960  
Length of Service: 2011 to 2014  
Type of Service: Fixed Route  
Fleet: 2 EZ Rider Transit Vehicles  
Revenue Hours: 6,972



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**DPW – East Los Angeles and Whittier Dial-a-Ride**

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Address: 900 South Fremont Ave, Alhambra, CA  
91803  
Contact Person: Jordan Catanese  
[JCatanesse@dpw.lacounty.gov](mailto:JCatanesse@dpw.lacounty.gov)  
Telephone: 626.458.3964  
Length of Service: July, 2013 to the present  
Type of Service: Dial-a-Ride  
Fleet: 15 Wheelchair Minivans and 2 Wheelchair  
Buses  
Revenue Hours: 22,356



### **D. Minimum Mandatory Requirements Met**

Empire meets each and every one of the minimum mandatory requirements as set forth in the Request for Qualifications Part 1.1 and Form PW-19. This is shown fully throughout our proposal.

The three years of experience providing Fixed-Route and Dial-A-Ride services are explained fully in this section, and we invite County staff to contact our clients to confirm our ability to perform and meet and exceed client expectations.

Empire's CHP inspections for the prior thirteen (13) months have been attached at Tab III, Work Plan. Our commitment to maintaining our client's vehicles as well as our own is an essential part of our service.

### III. Work Plan

Successful and efficient Fixed Route and Dial-A-Ride programs are based in the ability of the operator to recognize the most important areas of the service that need to be carefully organized and addressed. For example, for a fixed-route program it is critical to have systems in place to check and manage on-time performance as well as to have an efficient maintenance team that keeps reliable and safe vehicles on the road. For a Dial-a-Ride program it is extremely important to minimize the scheduling peaks and valleys. This is achieved by establishing a well trained and technologically equipped Dispatching department that works very closely with the Call Center. By these statements, we are not forgetting about forming a strong team of drivers and supervisors in addition to a well maintained fleet. The following are the different components of our work plan:

#### A. Staffing Plan

##### 1. Organization

The following table is a **sample** of the detailed disclosure of the labor resources allocation previously provided for a project. Often times, we assign additional resources such as dispatch and road supervision support for any operation during all hours that vehicles are in revenue service but on the required form LW-8 only the dedicated positions are noted because those positions are already in place at Empire and need not be charged to a project. Note that Empire is at all time cognizant of the LA County requirement for all staff to be full time. Any position shown as less than full time on the LW-8 reflects cost sharing of positions between this project and other Empire projects. In following pages you will find a detailed Staffing Plan.

Position	# of Positions	Duties	Annual Hours	Hours Charged to Project
Driver	10	Operate transit vehicles on route	22,005	22,005
Project Mgr	1	Overall project direction	2,080	1,560
Field Supvr	1	On road supervision & training	2,080	2,080
Maintenance Manager	1	Overall vehicle maintenance direction	2,080	0
Mechanics	11	Repair & Preventive Maintenance	22,880	2,080
Service Worker	4	Bus Cleaning	8,736	2,340
Safety/Training Manager	1	Classroom training, supervise behind the wheel trainers	2,080	0
Qlty Assurance Inspector	1	Monitors adherence to Quality Assurance Program	2,080	0
Dedicated Dispatchers	2	Monitor service performance, coordinate emergency response	4,160	4,160
Reservationists	2	Call takers, input data in Routematch, Customer Service	4,160	4,160
President & COO	1	Coordinate implementation, handle service escalation issues	2,080	0



## 2. Staff Position & Tasks

### a. Project Manager

In any transportation service, an experienced hands-on manager with the ability to motivate her/his staff is extremely important. In Ana Arredondo and Ruben Mendoza the Department will have Managers that can hit the ground running since they have already worked on this service and in this capacity. The Project Managers have a multitude of duties but we believe that the key elements of the job are:

- Selecting drivers that are committed to passenger satisfaction and safety.
- Providing orientation and training to our staff so that they know how to provide service effectively.
- Insuring that we give our drivers a clean, fully functional vehicle for daily service.
- Intervening rapidly when there are any signs that an employee is not able to provide quality service.
- Providing rapid and comprehensive investigation of any accidents, incidents or complaints.
- Providing operational reports to insure that our client has all of the information required to effectively monitor our service.
- Insuring that our reporting meets the audit standards for the MTA voluntary NTD reporting system or any report as required by the Department.
- Insuring the all the requirements as set forth in the RFP for the call center, productivity levels, customer service and complaints resolution are met and when possible exceeded.

### b. Drivers

#### Driver Trainee Selection

Our goal is to retain existing employees that are familiar with the system and customers. If the active drivers meet the criteria described below and they are in good standing with the Department, they will be given priority in the hiring process.

Every applicant seeking to become an Empire driver must submit an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) along with his/her application. The printout provides invaluable information regarding an applicant's driving experience and infractions.

The Empire Safety & Training Manager is responsible for the final selection of applicants seeking to be driver trainees, based upon consideration of the individual's application, interview and motor vehicle record. However, at a minimum Empire will not employ those whose record displays any of the following:



1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked drivers license due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
  - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
  - b. Conviction during the preceding 7 years of any one of the following:
    - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
    - ✓ an act involving force, violence, threat or intimidation against persons;
    - ✓ an sexual offense;
    - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
    - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
  - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
  - d. Conviction at any time of the following Vehicle Code sections:
    - ✓ 20001 - Hit and Run resulting in injury or death
    - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
    - ✓ 20004 - Hit and Run death – failure to report to police or CHP
    - ✓ 23104 - Reckless driving- causing injury
    - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.



**Driver Training Requirements**

Once chosen for training, trainees undergo training based on the following curriculum. A full copy of the Empire Safety Training Program can be found in the Appendix. Only upon satisfactory completion of the curriculum will a driver be released for service as an Empire driver. At a minimum, the following subjects are taught as part of the required driver training.

Subject Area	Trainee has no CDL or Passenger Endorsement	Trainee has CDL and Passenger Endorsement
<b>Classroom Instruction</b>		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/ Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	3 Hour	3 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
<b>Behind the Wheel Instruction</b>		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 - 40 Hours	4 - 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 - 32 Hours
<b>Total Training Hours</b>	70 - 115 Hours	34 - 62 Hours

**Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.**



### Refresher Training

Empire conducts an ongoing schedule of refresher training courses. Normally, these are held once a month, for a minimum period of one hour. To maintain a position at Empire all employees, such as drivers assigned to a Department of Works project are required to attend at least eight refresher classes a year. Every staff member is required to participate in the location safety program meetings.

### Background Checks

All Empire drivers will undergo a criminal background check before being assigned to revenue service.

### Tasks

After a driver has completed all the training and the background checks, and has been put on service, their duties are to drive the routes in a safe manner, in compliance with the schedule, and providing courteous service to the riders. Additionally each driver is expected to communicate with the project manager, supervisor and dispatch if any issues or questions arise. Each driver is expected to manage fares and maintain the required reporting so that our project reporting complies with NTD and contract standards.

#### c. Maintenance Personnel

Our Safety and Training Policy includes standards for the initial training of maintenance personnel. We require that maintenance personnel who operate a vehicle on a public roadway must have a license applicable to the vehicles operated. Additionally all maintenance personnel undergo a minimum of 20 hours of original driver training including company orientation and policy, defensive driving, hazardous material handling, dealing with blood borne pathogens, sexual harassment, body mechanics, emergency procedures and drug and alcohol policy requirements.

We also recognize that the growing complexities of servicing transit fleets require on-going training. Today's vehicles include complex computer systems and advanced cutting-edge engine technologies. In such an environment it is a challenge to keep the maintenance staff current with industry changes. As quality maintenance is an essential element of service quality we are committed to the continual training and upgrading of our maintenance employees' skills. We use multiple sources for mechanic training including the courses and resources offered by the manufacturers, vendors, as well as the National Institute for Automotive Service Excellence (ASE), the Service Technicians Society, and the Transportation Safety Institute. The company has established financial incentives for technicians who attain ASE certifications. We also identify training sources and work with the maintenance staff to arrange their schedule to attend training or study for certifications they need to further enhance their maintenance skills. After a member of staff develops a new expertise through training, she or he is asked to share that information and expertise with the other employees.

## Tasks

The job tasks for maintenance staff fall in the following areas:

- Performing preventive maintenance inspections.
- Diagnosing observed or reported problems with vehicles.
- Repair or replacement of parts or subsystems to return vehicle performance to OEM standards.
- Performing their duties with their safety and the safety of co-workers always uppermost in their minds.
- Insuring that hazardous and/or polluting substances are handled in accordance with professional practice and legal requirements.

### d. Supervisors

Supervision of drivers in service comes from three primary sources:

- Our project managers spend time in the field, not only at the office, and are an integral element of our operations monitoring. The Project Manager is also directly responsible for the accuracy and integrity of project reporting as well as maintaining and improving the services productivity level with the highest level of customer service possible.
- The Field Supervisor provides direct, on site supervision of our service operations on a daily basis. They also ensure that drivers are relieved on schedule for legally required breaks and further, that these reliefs are accomplished without causing service delays.
- The Dispatch Center maintains positive control of service operations throughout the service day, as drives are required to report any service delays throughout the day.
- The Call Center is the first point of contact for the stakeholders that is why it is key to maintain a high level of customer service. It is also important for the reservationists to have the knowledge and ability to provide accurate information as well as traveling time options which will allow us to maximize the resources at hand.

## Tasks

Effective dispatchers, reservationists and field supervisors are critical to the success of a Fixed-Route and Dial-A-Ride projects. Their principal role is in supporting drivers in order to provide a team atmosphere and shared commitment to service quality. The most important tasks are:

- Communicating with drivers to insure they understand that the best way to protect all the parties involved in any situation is to make quick and accurate reports about any problem they encounter.
- Monitoring driver performance to provide a reminder that late service or poor service will be noticed and dealt with.



- Insuring that drivers take the breaks that are legally required. This is not only a state law mandate but it is proven to improve driver's productivity.
- Providing rapid support when drivers need emergency resources.
- Provide and record accurate information to and from the requesting party in order to insure a smooth scheduling and service.

#### e. Office Staff

Existing staff in our office in Bellflower handles the counting of fares and recording of fares, as well as the deposit of funds in the bank. Staff there also processes payroll, handles human resources, pays vendors and renders accurate billings to our clients. Note that Empire adheres to best practices in the area of fare handling and billings in that the staff who count fare receipts are not in any way involved with either the billing of service or the reconciliation of expected fares to actual fares.

### B. Communication Plan

#### Mobile Communications

Empire provides two forms of mobile communication between drivers, dispatch and supervisors. The most basic will be through the use of a Sprint push to talk device. The device provides better coverage than any radio system, and is allowed by State law as long as it is not used as a cell phone or for texting. We will also provide an MDT that will be installed in the vehicle. The MDT will have GPS capabilities as well as the ability to communicate in real time with our scheduling program, RouteMatch. This device will also have cell phone capabilities as a backup plan in case of failure of the two-way radio network. The use of the cell phone capability will be in case of emergencies only. We have a zero tolerance policy for cellular phone use and texting while driving and we enforce it aggressively, including through the use of our video surveillance system that can be installed on the vehicles with the Department's approval.

#### Scheduling Software

Our company decided to find a software, outside the widely known provider, that had all the same tools available as well as reporting capabilities at a lesser cost. RoutMatch met this criteria. We have been running RoutMatch since 2009 for our customers and the satisfaction level from both sides is very high. In the Appendix you will find detailed information for RoutMatch as well as sample of some of the reports produced.

#### Internet Connections

Our company has provided internet connections and individual e-mail addresses to our principals, and project managers for a long time. Each manager and supervisor has an individual e-mail address, which allows direct communication between the manager and the client. The e-mails can be seen either on the managers computer in the office, or through the smart phone phone each carries with them.





### Communication via Dispatch Office

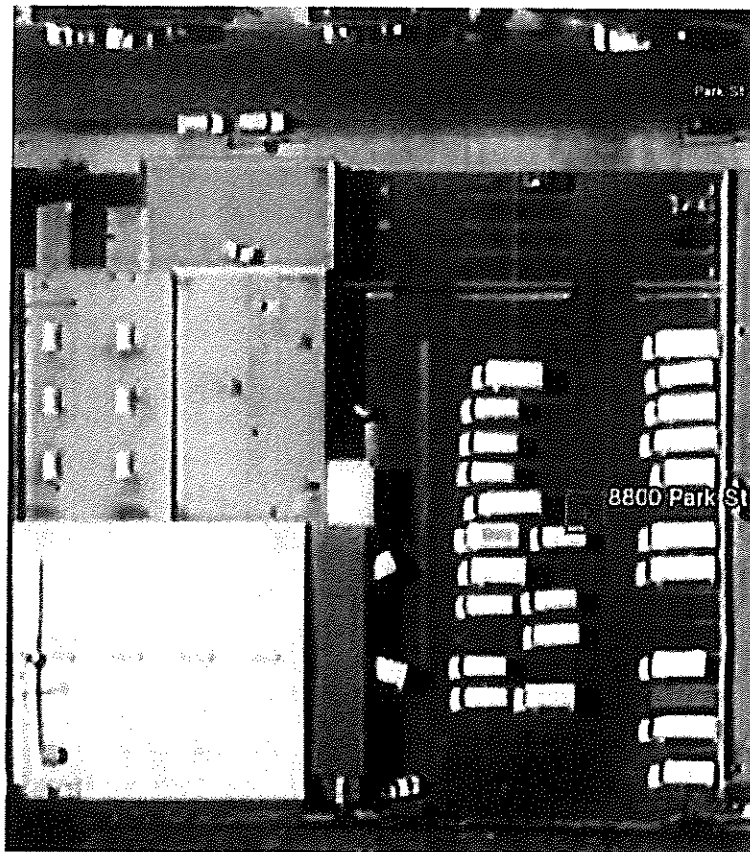
Calls regarding a Fixed-Route or Dial-a-Ride Service will proceed through the dedicated call center office at our Bellflower facility. We maintain and support the toll-free numbers required by the Department. In handling such calls the reservationists as well as dispatch employees will have access to general information regarding the service and the capability of taking calls regarding complaints, or to connect the caller with the appropriate manager or supervisor to handle incident or accident calls. The call center and dispatch office have full ability to connect callers to the appropriate supervisor or manager as required.

County staff will also have available, in addition to the dispatch and office line, the cell phone numbers of the Project Manager, and the Company's President.

### C. Storage & Maintenance Facility

One of our main goals is to provide a proposal that is not only operationally compliant but also cost effective. Once a contract has been awarded, we identify locations that meet all the requirements as set forth in an RFP and that are close to the service area. This allows us to minimize the accumulation of miles for deadheading and in turn reduces the cost of vehicle maintenance and fuel. The Department's approval must be given to the proposed location. Having said that, we have two facilities available for storage. One is our corporate office located at 8800 Park Street in Bellflower (shown in the picture below). The second facility is located at 8701 Park Street in Bellflower (shown in the following pages). There is sufficient space at either facility to accommodate the County vehicles. Both lots have a security fence and are lighted. The distance from the initially proposed facilities to any given point within the County's different service areas is approximately 15 miles.

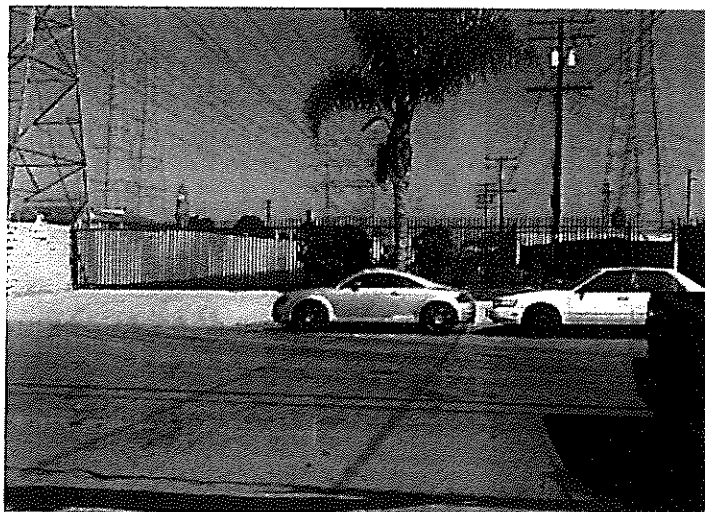
The corporate site provides over 10,000 square feet of enclosed maintenance space (large building at bottom left) and almost 12,000 feet of office, training and multi-purpose space in the buildings just above the shop building in the site plan.

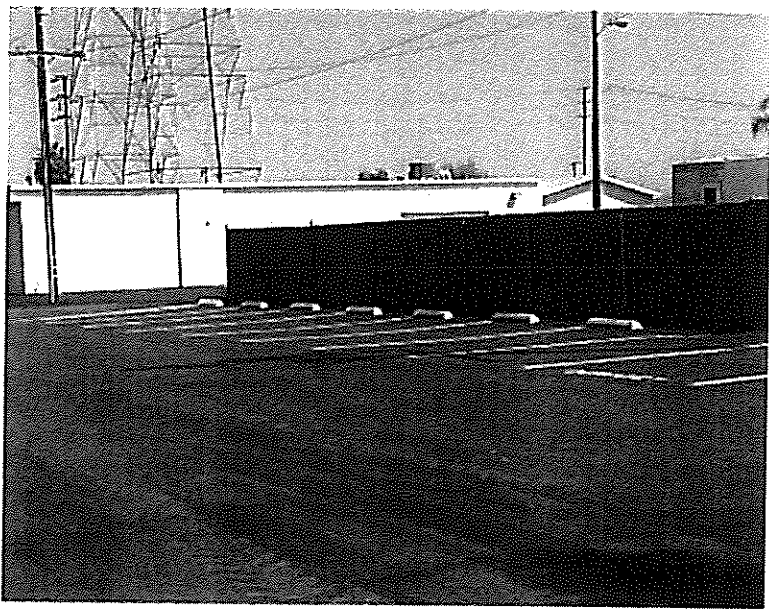
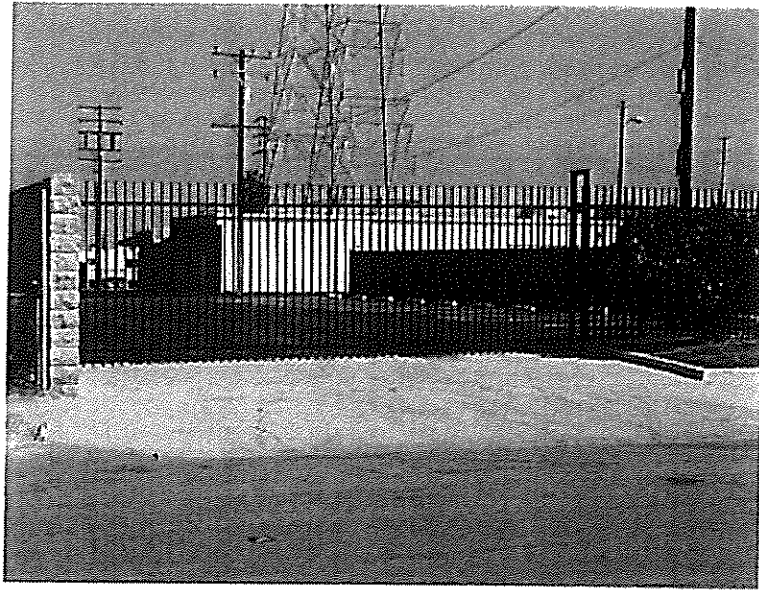


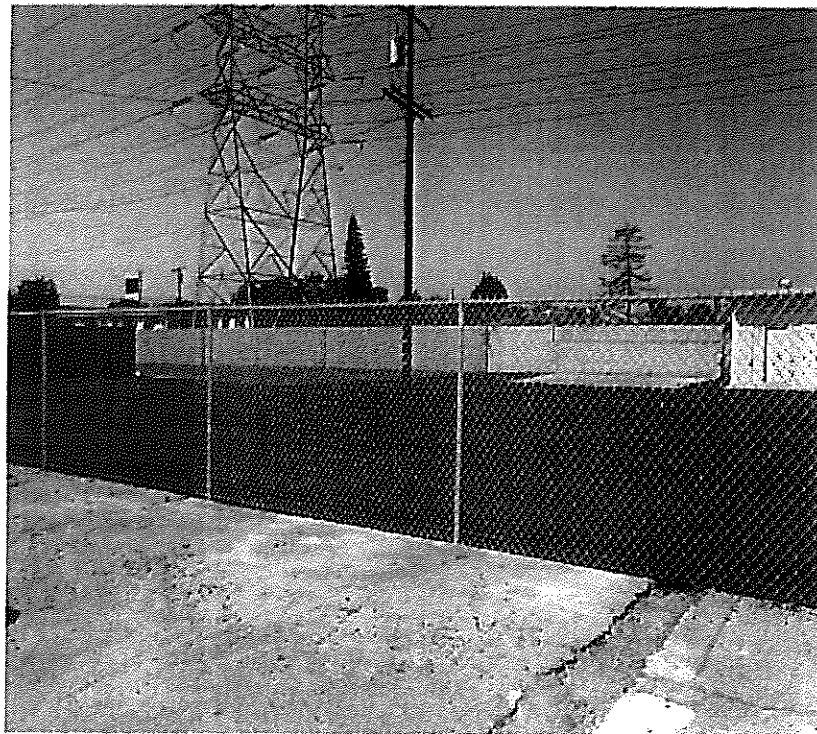
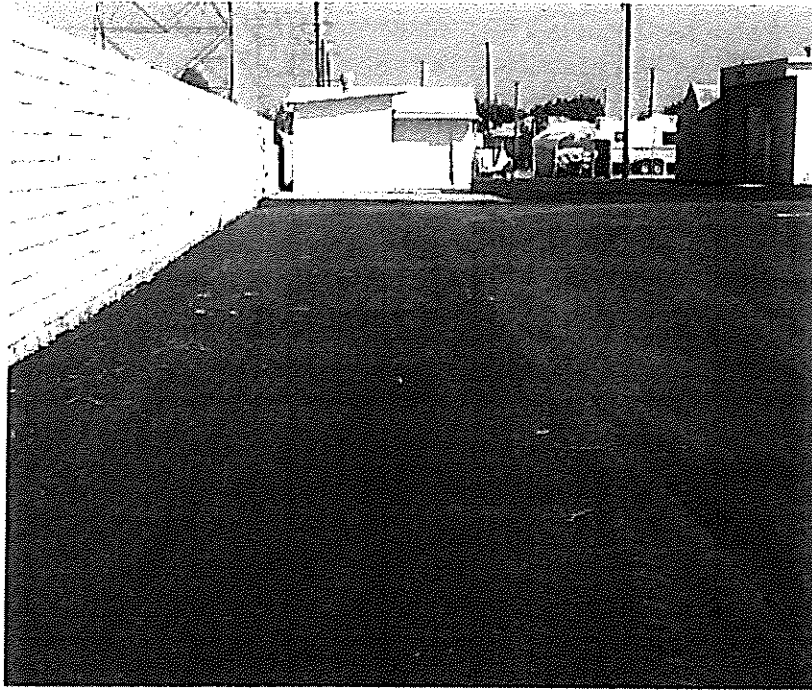
The second facility has capacity to store approximately 40 additional vehicles. It is located within a 3 minute walk from our corporate office. Below is the aerial picture before improvements.



The following are pictures after the improvements to the property.







## Equipment

Our corporate facility is fully equipped to provide maintenance for any the Department service vehicles. The following major maintenance equipment is already in place.

- Full shop compressed air system and all associated hoses and plumbing
- All required air tools, ¾ drive and above
- Lighted high pressure vehicle wash rack with fully permitted wash water recovery/recycling
- Hoists for all sizes of equipment serviced
- 10 ton Vehicle support stands
- 5 ton Vehicle support stands
- 10 ton air/hydraulic rolling floor jack
- 20 ton air service jack
- ½ ton air/hydraulic Transmission jack
- 2000# Engine hoist
- 20 ton hydraulic press
- 7249 suspension ball joint service kit
- Heavy duty tire machine
- Computerized tire balancer
- Professional brake service station, including full refinishing capability
- Refrigerant recovery/service machine
- A/C refrigerant analyzer
- Nitrogen A/C system leak test system
- Ultra violet A/C leak detection kit
- Hydra krimp – A/C hose repair kit
- Engine diagnostic scan tool systems for all engines serviced
- Combustible gas detector
- Battery/Charging system analyzer
- Cooling system pressure test kit
- 400 amp battery charger
- Wire/aluminum mig welder
- Gas welding torch set
- Aqueous parts washing tank
- Self contained emergency response service trucks

## Administrative/Training/Dispatch Space

Our facility is already providing space for each of these key functions and has more than adequate space to add the personnel required to support this service. We relocated our dispatch center into newly constructed space. This change provided significantly more space for both dispatch and the administrative/clerical offices. We have plenty of space to accommodate this proposed operation.



## Fueling

Our facility does have on-site fueling capability for propane that will accommodate some of the vehicles owned by the Department. We also have a corporate account with Arco for the gasoline powered vehicles. Drivers have a fuel card with pin that allows them to fuel vehicles at any Arco facility throughout Southern California.

## **D. Maintenance Plan**

### **Mission Statement**

The Maintenance Department's primary mission is to effectively and efficiently provide safe, clean, reliable, and comfortable vehicles for use by its drivers and the passengers they serve and to do so in accordance with California Highway Patrol Motor Carrier requirements as well as the requirements levied by the Federal Government upon DOT motor carriers. This principles apply to all vehicles operated by Empire regardless CHP regulations.

### **Graduated Preventive Maintenance Program**

The emphasis of Empire's maintenance program is preventive rather than reactive maintenance. A strong preventive maintenance program effectively reduces overall maintenance costs by decreasing the number of road calls and the high cost of unpredictable repairs caused by reactive maintenance. Empire uses a graduated preventive maintenance program (PM) that is based on the manufacturer's recommendations and modified based on our experience and the local conditions we deal with in our individual services. Solid PM practices maximize useful life, are cost efficient over the life of the vehicle, and ensures that our vehicles remain in safe operating condition.

Empire has an aggressive preventive maintenance program that schedules bus inspections based on a variety of categories. A PM schedule is developed for each type or group of vehicles we operate. The PM schedule established is based upon usage and vehicle type. The schedule is progressive. Each successive PM includes a higher level of maintenance inspection activity. Vehicles are inspected based on mileage and time. In addition, each vehicle receives an annual comprehensive inspection.

Our maintenance staff continually reviews our practices to identify potential improvements to the program. This assures optimum benefits from the scheduled inspections. This is especially necessary in the area of understanding brake wear. There can be significant differences between similar vehicles in different model years and it is critical that technicians understand the expected wear cycle so that brakes are serviced based on inspections rather than degraded performance noticed by drivers.



### **On-time Inspection Variance**

The allowable variance with all preventive maintenance inspections is a minus 500 miles to a plus 300 miles. Any inspection completed within this parameter is considered on time. Each sub-fleet has its own specific PM schedule. In the case of the Department's vehicles the schedule is built around the requirements set out in the County Maintenance Program.

### **Preventive Maintenance Inspections**

#### **Driver Daily Vehicle Inspection**

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is attached in the Appendix. In order to better comply with Federal DOT requirements, we have organized these forms into a booklet of three part forms which contains the approximately a month of driver inspections. The booklet is attached securely to the vehicle so that it cannot be misplaced.

The driver reviews the prior form, signs at the bottom and then completes the current day's form before placing the vehicle into service. If the driver checks the unsatisfactory box, the vehicle must be examined by the maintenance department before it can be placed into service. At the end of the day the driver is required to initial the post trip inspection box to insure that the federally required post trip inspection is accomplished. The top two copies of the DVIR form for the day are torn out of the book and turned in to dispatch with the driver's daily paperwork.

If there are defects the top copy of the DVIR are forwarded to the maintenance department, the second copy is retained in the office to evidence compliance with inspection requirements. The DVIR is reviewed by the Lead Mechanic on the shift. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service again. In no case will any service defect, with the exception of only non-safety or cosmetic, be allowed to persist past the date of the next regularly scheduled preventive maintenance inspection. The DVIR booklets are changed at the time of the PMI-A inspection. Booklets are retained on file in the maintenance department to evidence compliance with CHP and Federal DOT requirements for pre-trip inspections.

Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day with all refuse removed.





### **I Inspection**

The I inspection that is required in the DPW maintenance program encompasses the same points that are covered by our pre-trip inspection form with the exception of the inspection of the engine accessory drive and the measurement of drive belts. The principal difference is that the I inspection is to be conducted by a qualified and ASE certified technician. To document the I inspection we will have the technician conduct the inspection right on one of the DVIR forms in the DVIR log and adding a notation on the condition of the accessory drive and the drive belts. This methodology will insure that the record of the I inspection will be retained as a permanent part of the record.

### **J/A Inspection**

The J/A Preventive Maintenance Inspection (PMI-J/A) is performed at intervals of 30 calendar days or 3,000 miles, whichever come first, thus meeting or exceeding both the manufacturer's recommendations and the DPW specifications. The inspection is conducted using a form, which is designed specifically for the type of equipment being maintained, in this case a propane powered integrated transit coach. Note that this form includes inspection of all key subsystems, including brake wear, climate control performance, charging system condition and wheelchair lifts as well as all other services required by the manufacturer.

### **"B" Inspection Service**

This a DPW required inspection, conducted at 8 months or 24,000 miles, whichever comes first, that includes a J/A Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

### **"C" Inspection Service**

This a DPW required inspection, conducted at 16 months or 48,000 miles, whichever comes first, that includes a J/A Inspection and a C Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

### **Additional Service**

At every third "C" service, conducted at 48 months or 144,000 miles, whichever comes first, the services specified in the DPW program will be added.

### **Oil Samples**

Oil samples for engines and transmissions are to be taken at 500 miles in advance of the J/A and B services. County staff will be notified seven days in advance of the sampling so that staff can be present if desired.

### **Brake Inspection**

At each inspection the technician provides an estimate of the percentage of depth remaining on the brake shoes. This allows the Maintenance Manager at the facility to schedule the brake service in a way that directly addresses the wear rate on each axle.



Normally the Manager is able to schedule the brake inspection at the same time the vehicle will be down for a PMI-J/A or higher inspection thereby reducing vehicle down time.

In every case the brake drums will be resurfaced after which a measurement will be taken, and recorded on the repair order, using a brake micrometer to insure that the drum will continue to meet minimum wear requirements throughout the wear cycle of the new shoes. Drums and shoes will be replaced with approved OEM quality components. Wheel bearings will be cleaned and inspected before re-assembly. Oil and grease seals will not be reused on re-assembly.

Since wear rates can vary significantly between front and rear axles it is not necessary that brakes on both axles be disassembled at the same time. No single wheel brake repairs will be undertaken. If for some reason one brake on an axle requires repair (due to a leaking seal for example) the other brake on that axle will be renewed as well.

#### **Engine Service**

Empire no longer uses a "tune up" service. There is a regular change of spark plugs and wires as required by the DPW program but the rest of the engine maintenance is accomplished using computer diagnostics whenever a "check engine" light is encountered. We ensure that each maintenance facility has updated computer diagnostic software for each type and series of engine that is maintained.

#### **Air Conditioning**

Empire does not do seasonal air conditioning "campaigns" as we believe the climate controls need to work year around. AC output is monitored on every J/A inspection and through the DVIR process with a diagnostic process indicated if optimal performance is not evidenced on these inspections. We insure that condenser coils are free of airflow impediments on each and every inspection.

#### **Wheelchair Lifts and Securements**

Evidence of inspection and maintenance programs for wheelchair lift equipment, wheelchair ramps and securement devices is a major item of emphasis for modern transit service. We have incorporated all of the manufacturer's recommended steps into the DVIR and the PMI-A so that checks required by the manufacturer at 10 and 150 cycles are performed as required. Four point tie down and lap/shoulder belt equipment is also inspected at each PMI-A.

#### **Authorize, Direct, and Control Maintenance Activities and Costs**

The Maintenance Manager is responsible for developing the PM schedule for the vehicle fleet and ensuring that all PM activities are completed in a timely manner and consistent with the manufacturer's recommendations.



Each day the Maintenance Manager prints and reviews the PM Tracking report to identify which vehicles are due or coming due for Preventive Maintenance. Most regular PM inspections will be accomplished on the second maintenance shift where removal of the vehicle from service will not detract from operational capability. The Maintenance Manager will also review the vehicle history to determine whether there are any low priority DVIR reports that should be resolved during the inspection.

The work is then assigned to a Preventive Maintenance Technician who performs the PM and completes the appropriate PM inspection form. The technician is provided with complete instructions on how to perform the PM and is required to follow those instructions to completion. In addition to open DVIR Reports the technician will accomplish minor repairs such as light bulbs and the securing of fasteners etc. during the PM process.

Other needed repairs may be identified during the PM inspection. Any out of service items or repairs that could affect the reliability of the vehicle are accomplished before the vehicle is returned to service. Other repairs will also be accomplished before the vehicle is returned to service if parts and maintenance time are available and the vehicle is not required immediately for service. The overall objective is to put the vehicle back in service with no deferred maintenance.

#### **Identify, Track, and Record Maintenance Activities and Costs**

Empire uses a system of manual and computerized forms and reports to schedule and perform preventive/preservation maintenance (PM) and repairs to its fleet of vehicles.

These documents include:

- Work orders
- Service orders
- Purchase orders
- Parts requests
- PM Tracking report
- PM Inspection forms (these vary based on type of vehicle and level of PM to be performed)

After the Maintenance Manager identifies which vehicles are due for PM, a work order is prepared that describes the work to be done, the account codes to be charged, and instructions as to which level of PM is to be performed. All the PM labor and costs are captured under the PM code on the work order. When there is a PM write-up, a new work order or multiple work orders are then generated listing those repairs. All repair labor and parts are charged to the work orders under the specific coding applicable to the individual repairs. The required parts and supplies are assembled by the Manager or Shift and charged to the work order.



### **Road Failures**

The performance standard for road failures is to have a shop response vehicle en route to the location within five minutes of the report. During this time we will also get the Maintenance Manager or Lead Mechanic on the radio with the driver to insure that any minor problem can be immediately resolved (lift door not closed all the way, tire wedged against the curb so the key won't turn etc.)

If no vehicle is available in the field a supervisor or extra driver will be dispatched with a replacement vehicle while a technician goes to the scene with a fully equipped shop truck. Moving the replacement vehicle to the field with a technician is avoided except when there is absolutely no other choice (late evening shift, etc.)

The Maintenance Manager will prepare a report identifying the cause of the road failure and make an initial judgment as to causation and/or preventability. These reports will be provided to both the training department and general management to assist in developing an appropriate response, whether that be in improved driver training or maintenance procedures.

### **Warranty Recovery System**

Empire operates a warranty recovery program to ensure that cost of parts and repairs on warranty-covered items are recovered.

### **Failed Components**

Parts and components that may have failed prematurely are returned to the Maintenance Manager who researches the original installation date, miles of usage on the failed component, and the vendor it was originally purchased from. If the part or component is covered by a warranty, it is returned to the vendor.

### **Return to Manufacturer/Vendor**

Authorization for warranty return and labor claims, if applicable, are obtained from the manufacturer or vendor. Information is supplied to the vendor on the circumstances of the failure, if known. The item is then returned to the vendor warranty department for repair or replacement. Often vendors will simply allow the parts to be stored at our location until the claim is resolved, at which time they can be discarded. Empire retains copy of the warranty claim form for tracking purposes.

### **Vehicle Cleaning**

DPW has a high standard for vehicle cleaning that requires washing every other day and daily whenever the vehicle is operating in rainy conditions. We have full crew of service workers that will enable us to comply with this requirement in either circumstance.

## **E. ADA Compliance**

A vehicle with an inoperative lift and air conditioning problems needs to be removed from service immediately. We will in all cases be able to replace a vehicle with these problems within 30 minutes. We have conducted deadheading studies from our



Bellflower facility to different points within the service and we were able to confirm that the time requirement can be met. If any lift passengers are stranded by an inoperative lift we will commit to serving those passengers within 30 minutes of the service failure. In addition, the Road Supervisor will be assigned a 8 passenger plus 2 wheelchair van which will allow us to immediately dispatch him should the drive from base be longer than the stated time limits due to heavy traffic conditions.

#### **F. CHP Inspections**

On the Appendix you will find Empire's last three CHP inspections, which were all marked "Satisfactory". The most recent was done in May 2016.

#### **G. Transit Security Plan**

A full copy of Empire's Transit Security Plan can be found in the Appendix. The plan was developed based on the information provided by the FTA. If the department feels that some parts do not meet the requirements, the required modifications will be immediately incorporated.



## IV. Quality Assurance

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Empire's philosophy is to view our company as an extension of our client's standards in quality of service. When we are awarded a contract we approach it as if we had become another of their departments. We place a big emphasis in learning and understanding the core of our customer base in order to deliver the best service possible. We have internal and external procedures in place that provide a check and balance system throughout the organization. The areas that we concentrate on are as follows:

**1) Driver Selection, Training and Monitoring:**

A detailed description of the hiring criteria and training program is described in the attached work plan. Monitoring of drivers is done in several tiers:

- a) On the road supervision carried out by the dedicated Road Supervisor.
- b) Use of technological means such as MDT equipped with GPS capabilities. This allows us to evaluate, in real time, the drivers' adherence to the schedule as well as data input.
- c) Passenger feedback, with the Department's authorization, can be done over the phone when requesting service or via written surveys.
- d) Mystery shoppers. We schedule random pickups in which our Quality Assurance Inspector himself is transported. We get a written report from him identifying areas for improvement as well as areas of excellence. We provide the driver with this feedback without identifying its actual source.

**2) Call Center and Dispatching Department:**

These two departments are the heart of the operation. The main areas where we evaluate, for quality control purposes, are:

- a) Their ability to use the technological resources at hand.
- b) Their ability to maintain and improve on the required parameters as set forth in the RFP.
- c) Their ability to assist and support drivers in emergency or break-down situations.
- d) Their ability to defuse and control a potentially negative encounter with passengers.
- e) Their ability to resolve complaints in a professional, efficient and courteous manner.

These departments are continuously evaluated by the Project Manager. We also conduct individual employee evaluations on a semi-annual basis or more frequently, if needed.

With the Department's authorization, we can also mail surveys to randomly selected passengers to get feedback on these departments performance.



**3) Vehicle Maintenance and Cleanliness:**

Vehicle maintenance and safety are of the utmost importance. We have provided a detailed description of our maintenance program in the work plan. Even though the vast majority of the vehicles assigned to this contract do not fall under CHP regulations, we do follow and meet their requirements. We keep vehicle maintenance files and conduct preventive maintenance inspections as required by federal and state regulations. Our Safety and Training Manager conducts random file reviews periodically comparing the physical file and the reports as produced by our vehicle maintenance software. Any deficiencies noted are brought up to the Maintenance Manger and the President of the company for immediate resolution.

Empire has its own car wash department at the proposed facility in Bellflower as well as a mobile unit that can be activated in case of an emergency situation. The vehicles will be washed, interior and exterior, every other day or as needed. The drivers are responsible for picking up any trash left behind between pick up. The drivers are also responsible for checking the vehicle cleanliness as part of their pre-trip inspection. They are required to report any irregularities to the Project Manager. The reported concerns will be addressed on the spot. The Project Manager will conduct daily inspections of vehicles to insure that the established cleanliness standards are being met. The Road Supervisor will also include checks for cleanliness as part of their review process.

**4) Safety and Training:**

Empire has developed a very comprehensive training program. The training program in place was one of the most important factors to be accepted as part of a captive insurance program. We are proud to say that our training program is not only well written but also strictly adhered to. As a company, we place a lot of effort on accident prevention. We have an in-house claims adjustor that works very closely with our Safety and Training Department as well as our insurance carrier in order to get an objective assessment of the incidents/accidents at hand. This approach has allowed us to implement preventive steps throughout the company. While accidents can and will happen, our continual goal is to be completely accident free and our primary emphasis is always on accident avoidance. As a condition of remaining members of the captive program, we go through an extensive annual audit performed by a third party that is selected and hired by our insurance carrier. The audit covers all areas of the operation. They inspect the maintenance shop looking for potential OSHA violations. They inspect numerous records including, but not limited to, mechanics' files, vehicle files, driver files, incident/accident reports, and training records. We have never failed one of these inspections.

We also have access to resources from the insurance carrier to have a third party conduct evaluations on contracts individually. We have taken advantage of this option on numerous occasions and requested evaluation of several contracts. We



would certainly avail ourselves of this option for this service, if awarded the contract.

This is a summary of the steps taken by Empire regarding Quality Assurance. The resume of the Quality Assurance Inspector can be found in the experience section of the proposal. If awarded the contract, a Quality Assurance Program tailored specifically to these services will be submitted for the Department's review and approval.





## V. Financial Resources & Insurance

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### Financial Statements

Our 2014 and 2015 financial statements can be found in a sealed envelope contained in the proposal notebook marked "original". We ask that our financial statements be afforded the maximum confidentiality possible and that they only be circulated to those individuals who will be involved with assessing our ability to meet the financial requirements for delivering on this project. Our 2015 financial statements are in the process of being reviewed by an outside CPA firm. They are not ready to be submitted along the RFQ but will be ready when an IFB is issued.

There are no existing liens or encumbrances against the company that would endanger our ability to perform on this contract. Additionally Empire and its principals are not involved in any pending litigation that might change that status. Nor is the company facing or considering bankruptcy, pending site closures, merger or labor disputes.

We would be delighted to make available to staff both our outside CPA and the Bank Officer responsible for our account should there be any questions at all about our ability to provide the necessary financial support for the shuttle operation.

VERIFICATION OF PROPOSAL

DATE: 06/13, 2016		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Empire Transportation, Inc.		DECLARANT INFORMATION	
3. Name Of declarant: Bertha Aguirre			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President & C.O.O.			
PROPOSER INFORMATION			
6. Proposer's full legal name: Empire Transportation, Inc.		Telephone No.: 562.529.2676	
Physical Address (NO P.O. BOX): 8800 Park Street, Bellflower, CA 90706		Mobile No.: 562.529.2220	
e-mail: baguirre@emptransportation.com		Fax No.: 562.529.2220	
County WebVen No.: 13735101	IRS No.: 27-0121666	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
Solo proprietor		Name of Proprietor:	
A corporation:		Corporation's principal place of business: 8800 Park Street, Bellflower, CA 90706	
		State of Incorporation: California	Year incorporated: 2005
Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO: Secretary:	
A general partnership:		Names of partners:	
A limited partnership:		Name of general partner:	
A joint venture of:		Names of joint venturers:	
A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Empire Transportation, Inc.	Title	Phone 562.529.2676	Fax 562.529.2220
Street 8800 Park Street	City Bellflower	State CA	Zip 90706
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="radio"/> No Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="radio"/> No Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="radio"/> No Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 06/13/16
Type name and title: Bertha Aguirre, President & C.O.O.			

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Empire Transportation, Inc.		
Company Address: 8800 Park Street		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562.529.2676		
(Type of Goods or Services): Fixed- Route and Dial-a-Ride Services Provider		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  


"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Bertha Aguirre	Title: President & C.O.O.
Signature: 	Date: 06/13/2016

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Empire Transportation, Inc.  
 SERVICE BY PROPOSER: Notice of Request for Statement of Qualifications for Fixed Route and Dial-a-Ride Services (2016-SQPA001)  
 PROPOSAL DATE: 06/15/2016

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

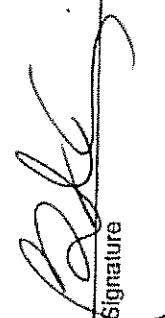
5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2011	2012	2013	2014	2015	Total	Current Year to Date
1. Number of contracts.	19	21	24	22	22	108	25
2. Total dollar amount of Contracts (in thousands of dollars).	19477	22554	23518	22421	22743	110713	10264
3. Number of fatalities.	1	0	0	0	0	1	0
4. Number of lost workday cases.	3	7	11	9	13	43	3
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	2	3	5	7	4	21	2
6. Number of lost workdays.	276	247	206	281	217	1227	46

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bertha Aguirre

Name of Proposer or Authorized Agent (print)



Signature

06/13/2016

Date

CONTRACTOR'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

	2011	2012	2013	2014	2015	Five-Year Average
1 Total Bus Revenue Miles	7216412	8126232	8716420	9001719	9900416	8412240
2 Total Number of NTD Reportable Accidents	6	10	17	20	18	14
3 Total Number of Fatalities	1	0	0	0	0	0.20
4 Rate of Accidents/100,000 Bus Revenue Miles	0.08	0.12	0.19	0.16	0.16	0.14
5 Rate of Fatalities/100,000 Bus Revenue Miles	0.01	0	0	0	0	0.002

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Empire Transportation, Inc

Name of Proposer

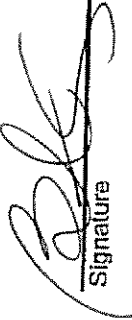
8800 Park St

Address

Beilflower, CA 90706

City

Zip Code

  
Signature

TCP-21507

PUC Permit Number and Classification

562.529.2676

Telephone Number

## CONFLICT OF INTEREST CERTIFICATION

I, Bertha Aguirre

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) \_\_\_\_\_

of Empire Transportation, Inc.  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

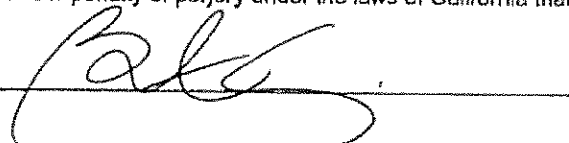
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date

06/13/2016

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation, Inc.

PROPOSED CONTRACT FOR: Notice of Request for Statement of Qualifications for Fixed Route and DAR Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

All contracts with the County during the previous three years must be listed.

SERVICE: Dial-A-Ride	SERVICE DATES: July, 2013 to date
DEPT/DISTRICT: Whittier DAR, Department of Public Works, L.A. County	
CONTACT: Jordan Catanese	
TELEPHONE: 626.458.3964	
FAX:	
E-MAIL: JCatanes@dpw.lacounty.gov	

SERVICE: Dial-A-Ride	SERVICE DATES: July, 2013 to date
DEPT/DISTRICT: ELA DAR, Department of Public Works, L.A. County	
CONTACT: Jordan Catanese	
TELEPHONE: 626.458.3964	
FAX:	
E-MAIL: JCatanes@dpw.lacounty.gov	

SERVICE: Fixed Route	SERVICE DATES:
DEPT/DISTRICT: Sunshine Shuttle Department of Public Works, L.A. County	
CONTACT: Vanessa Rachal	
TELEPHONE: 626.458.5960	
FAX:	
E-MAIL: vrachal@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Fixed-Route Services	SERVICE DATES: 2011 to date
AGENCY/FIRM: Riverside Transit Agency	
ADDRESS: 1825 Third Street, Riverside, CA 92507	
CONTACT: Virginia Werly	
TELEPHONE: 951.565.5184	
FAX:	
E-MAIL: vwerly@riversidetransit.com	

SERVICE: Dial-A-Ride	SERVICE DATES: 2001 to date
AGENCY/FIRM: AltaMed Health Services	
ADDRESS: 1040 Camfield Ave, Los Angeles, CA 902040	
CONTACT: Marco Martinez	
TELEPHONE: 323.558.7626	
FAX:	
E-MAIL: marcmartinez@la.altamed.org	

SERVICE: Fixed Route and DAR	SERVICE DATES: 2010 to date
AGENCY/FIRM: City of Bellflower	
ADDRESS: 16600 Civic Center Dr., Bellflower, CA 90706	
CONTACT: PJ Mellana	
TELEPHONE: 562.804.1424	
FAX:	
E-MAIL: pmellana@bellflower.org	

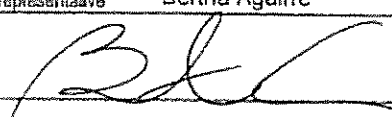
SERVICE: Fixed Route	SERVICE DATES: 2006 to date
AGENCY/FIRM: Disneyland Resort	
ADDRESS: 1313 S. Harbor Blvd., Anaheim, CA 92802	
CONTACT: Mark Hatfield	
TELEPHONE: 714.781.1828	
FAX:	
E-MAIL: mark.hatfield@disney.com	

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	Empire Transportation, Inc.
Address	8800 Park Street, Bellflower, CA 90706
Internal Revenue Service Employer Identification Number	27-0121666

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Empire Transportation, Inc.
Authorized representative	Bertha Aguirre
Signature	
Date	06/13/2016



**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Empire Transportation, Inc.

My County (WebVen) Vendor Number: 13735101

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 451

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					31	63
Hispanic/Latino	1	1	13	5	185	83
Asian or Pacific Islander					3	4
American Indian					1	2
Filipino					6	1
White					40	12


III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	70 %	%	%	%	%
Women	%	30 %	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	MBE				None(see attached)
SCMSDC	MBE				11/2016

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:  Title: President & COO Date: 06/13/16

BOARD OF PUBLIC WORKS  
MEMBERS

VALERIE LYNNE SHAW  
PRESIDENT

ELLEN STEIN  
VICE PRESIDENT

JANICE WOOD  
PRESIDENT PRO-TEMPORE

RONALD LOW  
COMMISSIONER

YOLANDA FUENTES  
COMMISSIONER

JAMES A. GIBSON  
EXECUTIVE OFFICER

CITY OF LOS ANGELES



JAMES K. HAHN  
MAYOR

JOHN L. REAMER, JR.  
INSPECTOR OF PUBLIC WORKS  
AND  
DIRECTOR  
BUREAU OF  
CONTRACT ADMINISTRATION  
221 N FIGUEROA ST, SUITE 700  
LOS ANGELES, CA 90012  
(213) 580-1382

OFFICE OF CONTRACT  
COMPLIANCE  
600 S SPRING ST, SUITE 1300  
LOS ANGELES, CA 90014  
(213) 847-6480

<http://www.lacity.org/bca>

Ms. Bertha Aguirre  
Empire Enterprises, Inc.  
606 Centinela Avenue  
Inglewood, CA 90302

April 1, 2005  
File No. - 10623  
Expiration Date - 4/2008  
Ethnicity - Hispanic American  
Phone No. - (310) 674-4877

**RE: MINORITY BUSINESS ENTERPRISE (MBE) CERTIFICATION APPROVAL**

Dear Ms. Aguirre:

Based on a thorough review of the submitted documents and pursuant to the provisions of the Department of Transportation (U.S.D.O.T.) Rules and Regulations 49 CFR, Part 26, we are pleased to inform you that your firm has been certified as a **Minority Business Enterprise (MBE)** and has been placed in the City of Los Angeles DBE/MBE/WBE directory as a firm specializing in:

**NAICS Code**  
485999

**Description**  
All other Transit and Ground Passenger Transportation

You may review your firm's information in the City of Los Angeles DBE/MBE/WBE database at [www.lacity.org/bca](http://www.lacity.org/bca).

This certification is valid for three (3) years from the date of this letter. If after three (3) years you wish to be certified by the City of Los Angeles and have not received recertification documents, please contact this office. If there are any changes in ownership, control, or work category of your firm during the certification period, you are required to notify this office of those changes in writing. Also, please include your file number on each page of correspondence relating to these matters.

The City reserves the right to withdraw this certification if at any time it is determined certification was knowingly obtained by false, misleading or incorrect information. The City also reserves the right to request additional information and/or conduct on site visits at any time during the certification period to verify any documentation submitted with your application. By accepting certification, the firm of **Empire Enterprises, Inc.** hereby consents to the examination of its books, records and documents by the City.

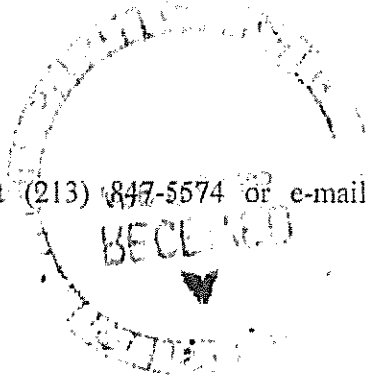
Empire Enterprises, Inc.  
April 1, 2005  
Page 2

Should you have any questions, please contact Angela de la Rosa at (213) 847-5574 or e-mail at [adelaros@bca.lacity.org](mailto:adelaros@bca.lacity.org).

Sincerely,



HELMUT PEINDL, Certification Manager  
Office of Contract Compliance  
Bureau of Contract Administration



BOARD OF PUBLIC WORKS  
MEMBERS

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CITY OF LOS ANGELES  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
Mayor

JOHN L. REAMER, JR.  
Inspector of Public Works  
and  
Director

Bureau of  
CONTRACT ADMINISTRATION  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015

(213) 847-1922

<http://bca.lacity.org>

Ms. Bertha Aguirre  
Empire Transportation, Inc.  
8800 Park Street  
Bellflower, CA 90706

June 16, 2008  
File No.-10623  
Ethnicity-Hispanic American  
Phone #-310/674-4877

**RE: MINORITY BUSINESS ENTERPRISE (MBE) RECERTIFICATION**

Dear Ms. Aguirre:

Thank you for submitting your recertification package to our office on 4/1/08. Your application will be processed as soon as possible. Although your MBE Certification was due for renewal on 4/1/08, it will not expire on that date. Your certification will continue in good standing beyond that date until your firm is officially decertified by this office. Your certification status can be verified at any time by visiting <http://bca.lacity.org> or by calling the Centralized Certification Administration at (213) 847-1922.

Sincerely,

*Linda Cruz for*

HELMUT PEINDL, Certification Manager  
Office of Contract Compliance  
Bureau of Contract Administration



THIS CERTIFIES THAT

# Empire Transportation, Inc.

\* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 485113: 485410: 485510: 485991: 812930: 485999

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/01/2015

Issued Date

SC03250

Certificate Number

*Joset Wright-Lacy*

Joset B. Wright-Lacy

*Virginia Gomez*

Expiration Date

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

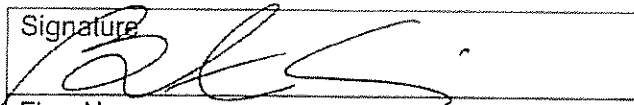
\_\_\_\_\_ YES (subject to verification by County)       NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES      \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (Program not available)

Signature 	Title PRESIDENT . COO
Firm Name EMPIRE TRANSPORTATION INC	Date 4/5/18

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

*A Solicitation Requirements Review must be received by the County  
within ten business days of issuance of the solicitation document*

Proposer Name: Empire Transportation, Inc.	Date of Request:
Project Title: RFSQ for Fixed-Route and Dial-a-Ride Services	Project No. 2016-SQPA001

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of Minimum Requirements
- Application of Evaluation Criteria
- Application of Business Requirements
- Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within ten business days of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

CHARITABLE CONTRIBUTIONS CERTIFICATION

Empire Transportation, Inc.

Company Name

8800 Park Street, Bellflower, CA 90706

Address

27-0121666

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓)

( )

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )



Signature

06/13/16

Date

Bertha Aguirre, President & COO

Name and Title (please type or print)



**TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

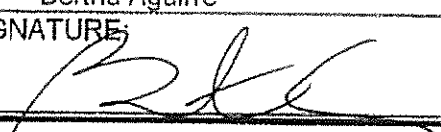
COMPANY NAME: Empire Transportation, Inc.		
COMPANY ADDRESS: 8800 Park Street		
CITY: Bellflower	STATE: CA	ZIP CODE: 90706

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a nonprofit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- I have submitted my three most recent annual tax returns with my application.
- I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Bertha Aguirre	TITLE: President & COO
SIGNATURE: 	DATE: 06/13/16

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: Empire Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.


Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE 

DATE: 06/13/16

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Empire Transportation, Inc.

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

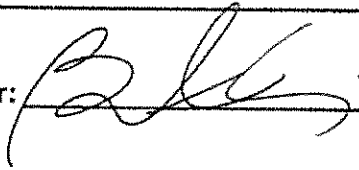
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Signature of Proposer:  Date: 06/13/16

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION  
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)

Empire Transportation, Inc.

Proposer's Name

8800 Park Street, Bellflower, CA 90706

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
  
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 06/13/16

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Bertha Aguirre	Title: President & COO
Signature: 	Date: 06/13/16

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

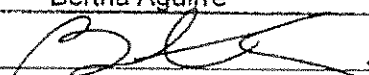
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: Empire Transportation, Inc.	County Webven No. 13735101
Print Authorized Name: Bertha Aguirre	Title: President & COO
Authorized Signature: 	Date: 06/13/16

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ  
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following Minimum Mandatory Requirements:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

- The Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies).

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).


Proposer Name	Dates of Experience (Mth/Yr to Mth/Yr)	Type of Transit Service	Detail Description of Services/Experience	Page Number*
Empire Transportation, Inc	2001 to date	Fixed Route & DAR Services	For detailed information please see Section II-Experience	15-17

\*List the page number in the proposal containing the proposer's experience.

- No. Proposer does not meet the experience requirement stated above.

2. The Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)).
- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
  - Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "**Conditional**" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
  - No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and did not upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and did not upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title President & COO
Firm Name Bertha Aguirre	Date 06/13/16





## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: Empire Transportation, Inc.		
Company Address: 8800 Park Street		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562.529.2676	Facsimile Number: 562.529.2220	Email Address: baguirre@emptransportation.com
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount		<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (attach all documentation that supports your claim to this form). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (attach agreement); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

**LIVING WAGE ORDINANCE:**

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

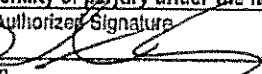
**History of Determinations of Labor Law /Payroll Violations (Check One):**

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Bertha Aguirre, President & COO
Print Name of Firm Empire Transportation, Inc.	Date 06/13/16

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.


A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Empire Transportation, Inc.</b>	Print Name of Owner: <b>Corporation</b>
Print Address of Firm: <b>8800 Park Street</b>	Owner's/AGENT's Authorized Signature:
City, State, Zip Code <b>Bellflower, CA 90706</b>	Print Name and Title: <b>Bertha Aguirre, President &amp; COO</b>

Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-62617EE
	Date Claim Opened: 2014
Name and Address of Claimant:	Name: Martha Solis
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial) Dispatch Department Supervisor	
Description of Allegation and/or Violation:	Alleged that she was denied her lunch before the fifth hour of work.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company presented all the pertinent documentation and the case was settled.

Additional Pages are attached for a total of 2 pages.

<i>Direct any correspondence to:</i> <b>LABOR COMMISSIONER, STATE OF CALIFORNIA</b> Department of Industrial Relations Division of Labor Standards Enforcement 300 Occangate, Suite 302 Long Beach, CA 90802 Tel: (562) 590-5048 Fax: (562) 499-6467		
<b>PLAINTIFF:</b> Martha Solis	<b>DEFENDANT:</b> Empire Transportation, Inc., a California Corporation 8800 Park Ave Bellflower, CA 90706	
<b>State Case Number</b> <b>05 - 62617 EE</b>	<b>NOTICE - INVESTIGATION COMPLETED</b>	


We have completed our investigation of the complaint made by the plaintiff shown above.

This is to advise you that no further action is contemplated by this office and we are closing our file.

This case is been settled. Therefore, we are closing our file.

RECEIVED  
 MAY 04 2015  
 BY: \_\_\_\_\_

Date: 4/30/2015

**Esther**   
 \_\_\_\_\_  
 Esther Espinoza Deputy Labor Commissioner  
 562-590-5456

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.


A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>Empire Transportation, Inc.</b>	Print Name of Owner: <b>Corporation</b>
Print Address of Firm: <b>8800 Park Street</b>	Owner's/AGENT's Authorized Signature:
City, State, Zip Code <b>Bellflower, CA 90706</b>	Print Name and Title: <b>Bertha Aguirre, President &amp; COO</b>

Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-66278 LP
	Date Claim Opened: 2015
Name and Address of Claimant:	Name: Hector Chavez
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial) Mechanic	
Description of Allegation and/or Violation:	Alleged he was denied the required breaks and lunch times.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company presented all the pertinent documents and the case was settled.

Additional Pages are attached for a total of 2 pages.

<i>Direct any correspondence to:</i> <b>LABOR COMMISSIONER, STATE OF CALIFORNIA</b> Department of Industrial Relations Division of Labor Standards Enforcement 300 Oceangate, Suite 302 Long Beach, CA 90802 Tel: (562) 590-5048 Fax: (562) 499-6467		
<b>PLAINTIFF:</b> Hector Chavez		
<b>DEFENDANT:</b> Empire Transportation Inc., a California Corporation 8800 Park Street Bellflower, CA 90706		
<b>State Case Number</b> <b>05 - 66278 LP</b>	<b>NOTICE - INVESTIGATION COMPLETED</b>	

We have completed our investigation of the complaint made by the plaintiff shown above.

This is to advise you that no further action is contemplated by this office and we are closing our file.

The case was settled and the defendant submitted full payment of the settlement amount to the plaintiff.  
 The case is therefore closed.

**RECEIVED**  
 MAR 10 2016  
 BY: \_\_\_\_\_

Date: 3/7/2016

  
*Lilia Ponce*

Lilia Ponce Deputy Labor Commissioner  
 562-590-5455

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<b>COUNTY DETERMINATION</b> Proposer Name: <u>Empire Transportation, Inc.</u> Contracting Department: _____ Department Contact Person: _____ Phone: _____		<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose	
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**	
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**	
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%	
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%	
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A	

**Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.



**FORM LW-9  
WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**

**INSTRUCTIONS**

The contractor selected through this RFSQ process will be required to comply with the State and Fair labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part 1, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, pay check, and pay stub that show deduction categories as requested in this form.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACH NUMBERED RESPONSES IF MORE SPACE NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1 How does the Proposer track employee hours actually worked?</p> <p>1.2 Where do the Proposer's employees report to work at the beginning of their shift? At the work location or at a central site with travel to the worksite?</p> <p>1.3 If the employees report to a central site with travel to the worksite, when does the Proposer consider the employee's shift to have started? At a central site or upon arrival at the work location?</p>	<p><b>RESPOND HERE OR ATTACH NUMBERED RESPONSES IF MORE SPACE NEEDED.</b></p> <p>Hours worked are tracked using a database program called TimeForce. Each employee clocks in and out electronically either using a web-enabled mobile phone or a computer with internet access. The schedule for each employee is also built into the database so that managers can easily note potential errors in punches. These time punches are reviewed daily by the manager for each employee to ensure the accuracy of the hours worked as well as to ensure that employees have clocked in and out correctly and that missed punches are corrected in a timely manner.</p>

<p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>We have no employees who report to work and then travel to their worksite. All employees begin their shift on-site where the revenue vehicle is parked for their work location.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1 What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2 What records are maintained by the Proposer of actual time worked?</p> <p>3.3 Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4 Who creates these records (e.g. employee, supervisor, or office staff)?</p> <p>3.5 Who checks the records, and what are they checking for?</p> <p>3.6 What happens to those records?</p> <p>3.7 Are they used as a source document to create Proposer's payroll?</p> <p><b>3.8 <u>ATTACH COPIES OF THESE RECORDS.</u></b></p>	<p>3.1 All records created and documenting hours worked by an employee are produced electronically according to the times the employee clocks in and out. When an employee enters a time-punch, they will enter their employee ID and the number of the contract they are working for and submit the punch to the server for processing. The server will time-stamp the punch and process the numbers to determine the identity of the employee and of the contract. Once processing is complete, the server sends the information back to the device from which the employee entered the information and shows them the time for their information.</p> <p>3.2 All records related to hours worked are stored electronically on the server hosting TimeForce and backed up as with all other server data. In addition a hard copy is given to the employee at the end of a pay cycle by the employee's manager. The employee signs the time sheet or identifies errors, which are then investigated by the manager.</p> <p>3.3 The electronic records are maintained automatically in real-time by the server. The hard copies are printed at the end of each semi-monthly pay period and filed at our main office.</p> <p>3.4 The initial creation of the electronic records is, as previously mentioned, performed by the server based on information submitted by the employee.</p> <p>3.5 The records produced by the server are checked for accuracy daily by the manager responsible for the employee. At the conclusion of the pay period, a timecard is printed from TimeForce for each employee and given to them for</p>

<p>review. If the employee has any issues with missed time, forgotten punches, etc. or sees another problem he or she is able to raise the issue with their manager prior to their check being generated. Once the employee has reviewed the timecard, and signed it, the time card is returned to their manager.</p> <p>3.6 At the conclusion of every pay period, each manager checks the final day for each employee during that pay period and verifies the accuracy of the semi-monthly period per employee. This is accomplished by marking the verification checkbox in the web browser-based interface. TimeForce then indicates that the record was reviewed and verified and provides the name of the manager who performed the verification. Verifications occur after the printed timecard has been returned with the employee's signature.</p> <p>3.7 Once verified the records are imported into QuickBooks and used as the basis for every employee's paycheck.</p>	<p>review. If the employee has any issues with missed time, forgotten punches, etc. or sees another problem he or she is able to raise the issue with their manager prior to their check being generated. Once the employee has reviewed the timecard, and signed it, the time card is returned to their manager.</p> <p>3.6 At the conclusion of every pay period, each manager checks the final day for each employee during that pay period and verifies the accuracy of the semi-monthly period per employee. This is accomplished by marking the verification checkbox in the web browser-based interface. TimeForce then indicates that the record was reviewed and verified and provides the name of the manager who performed the verification. Verifications occur after the printed timecard has been returned with the employee's signature.</p> <p>3.7 Once verified the records are imported into QuickBooks and used as the basis for every employee's paycheck.</p>
<p>As described previously, all records pertaining to hours are based solely on hours worked and are created primarily on information submitted to TimeForce by the employee themselves. Timecards are printed and signed by the employee prior to issuance of their paycheck</p>	<p>As described previously, all records pertaining to hours are based solely on hours worked and are created primarily on information submitted to TimeForce by the employee themselves. Timecards are printed and signed by the employee prior to issuance of their paycheck</p>
<p>Meal periods are built into each employee's schedule. The employees clock out and in directly on their Sprint phone and the information is retained in our records and available for audit. In transit service there is a relief driver who takes over the vehicle to make these lunch breaks available. These reliefs are also documented on trip sheets. In terms of other breaks, the California State Labor Board has accepted the make up time in the transit schedule as available break time as long as the employee</p>	<p>Meal periods are built into each employee's schedule. The employees clock out and in directly on their Sprint phone and the information is retained in our records and available for audit. In transit service there is a relief driver who takes over the vehicle to make these lunch breaks available. These reliefs are also documented on trip sheets. In terms of other breaks, the California State Labor Board has accepted the make up time in the transit schedule as available break time as long as the employee</p>
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1 If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2 Who prepares and checks the source document?</p> <p>4.3 Does the employee sign it?</p> <p>4.4 Who approves the source document, and what do they compare it with prior to approving it.</p>	<p><b>5. BREAKS</b></p> <p>5.1 How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2 Does the Proposer maintain any written supporting documentation to validate that the breaks actually</p>

<p>occurred?</p> <p>5.3 If so, who prepares, reviews, and approves such documentation?</p>	<p>has the ability to attend to personal needs during these periods.</p> <p>Payroll entries are made directly by the worker and audited by the supervisor and payroll coordinator. Worker then approves the final time sheet in writing.</p>
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1 Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2 How are the employee paid (e.g. manually issued check, automated check, or combination of methods)?</p> <p>6.3 If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4 What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p><b><u>6.5 ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY ANY EMPLOYEE INFORMATION).</u></b></p>	<p>The hours maintained and entered into TimeForce for every employee can be accessed by the payroll department at all times. After verification by the managers, the payroll department imports the hours worked into QuickBooks from TimeForce. The payroll department makes any necessary entries into employee records with regard to required deductions (such as wage garnishments, changed tax status, etc.) applicable to the period and verifies the data prior to check issuance. The payroll department then processes the information and creates checks. For those employees who use direct deposit, the information is submitted to the employee's bank and a check stub is printed and delivered to the employee. Checks for employees who are not enrolled in direct deposit have their check delivered to them by their manager. Every employee will receive a single check reflecting hours worked at straight wages and overtime wages. All deductions and wages are itemized on the check stub</p> <p>A copy of two pay checks with the applicable "Time Card" which explains the basis for the pay are attached to this form.</p>
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1 If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2 If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work) how does the person preparing the payroll calculate total wages paid?</p>	<p>We do not use a manual payroll system.</p>

<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1 If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2 If the employee has multiple wage rates (i.e. County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), How does the automated payroll system calculate total wages paid?</p> <p>8.3 Is the calculation embedded in the software program or does someone have to override the system to perform the calculation?</p>	<p>As described previously we use the automated system TimeForce for recording an employee's hours. Checks are issued in-house using the import of TimeForce information into Quick Books.</p> <p>At this time, should any employee work at multiple rates during a work week, over time is paid based on the higher of the rates.</p>
<p><b>9. TRAVEL TIME</b></p> <p>9.1 How is travel time during an employee's shift paid?</p> <p>9.2 At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3 Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time is rarely an issue, as drivers report to a regular work place and begin the driving assignment from that location.</p> <p>9.2 Due to the rare occurrence of travel time, should it occur the travel time is paid at regular rate.</p> <p>9.3 County staff employees are not assigned to work for other services on a regular basis. Should there be a shortage of drivers and a County worker is assigned to temporarily cover on another service, the employee would be paid at their regular County Living Wage rate. Only in the case of an employee who is permanently transferred to another service either by request of the employee or County staff, would the employee's wage rate be changed.</p> <p>We do not have the situations described in 9.3.a or 9.3.b.</p>

**10. OVERTIME**

10.1 How does the Proposer calculate overtime wages?

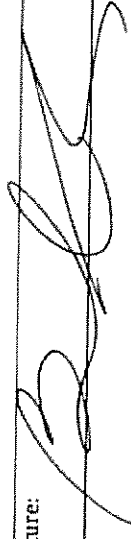
10.2 What if the employee has multiple wage rates?

There are two earnings statements with time sheets attached. The first reflects a driver who has a C license and non-exempt employees. C drivers, like almost all employees in California, are subject to daily overtime, ie. overtime after eight hours worked in a day. The Total Hours, broken down by day show the daily allowed and then the overtime hours per day. The earnings statement again shows the hours paid at regular rate, and then separately the hours paid at 1.5x rate.

The second earnings statement is for a driver with a B license. These drivers are an exception to daily overtime as set forth in the Transportation Wage Order. The exception is necessary due to the fact that the B license and the hours worked by B license drivers are subject to federal law and the regulation of the USDOT. As such A and B license drivers are paid overtime AFTER 40 hours worked in a week. Therefore on the attached time sheet, the employee's 8.5 hours on a Monday are all shown as regular hours, but on Friday when the employee 8 hours, 7.5 show as regular and .5 show as over time. This is because on that Friday the employee went over the allowed 40 hours in the week.

Print Name: **Bertha Aguirre**

Company: **Empire Transportation, Inc.**

Signature: 

Date: **06/13/16**

Date Range: 5/16/2016 - 5/31/2016

Gomez, ERICA R.  
 Department: BASE

Date	Mon 16	Tue 17	Wed 18	Thu 19	Fri 20	Sat 21	Sun 22	Mon 23	Tue 24	Wed 25	Thu 26	Fri 27	Sat 28	Mon 29	Tue 30	16 Day Total
Punches	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16
Total Hours	8.25	8.25	10.25	8.00	8.00	8.00	8.25	8.25	8.00	8.25	8.25	8.25	8.00	8.00	8.00	91.75
Reg	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	88.00
OT1	0.25	0.25	2.25	0.00	0.00	0.00	0.25	0.25	0.00	0.25	0.25	0.25	0.00	0.00	0.00	3.75
BASE	8.25	8.25	10.25	8.00	8.00	8.00	8.25	8.25	8.00	8.25	8.25	8.25	8.00	8.00	8.00	91.75
Worked Last 8 Days	48.25	48.50	50.75	50.75	50.75	50.75	42.75	42.75	41.00	41.00	41.00	41.00	41.00	41.00	40.75	347.50
Total Worked Hours																91.75
Grand Total Hours																91.75
Regular Hours																88.00
Overtime 1																3.75

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature:  Date: 6/2/16

Supervisor Signature:  Date: 6/2/16

Empire Transportation, Inc.  
 8800 Park Street  
 Bellflower, CA 90706

Erica R. Gomez

Employee Pay Stub		Check number: 060702347		Pay Period: 05/16/2016 - 05/31/2016		Pay Date: 06/07/2016		
Employee	SSN	Status (Fed/State)		Allowances/Extra				
Erica R. Gomez,	***-**-****	Single/Single		Fed-8/0/CA-6/0				
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Clerical Hourly Wage	88.00	19.00	1,672.00	17,817.75	Sick	0.00		48.00
Clerical OT Wage	3.75	28.50	106.88	1,432.15	Vacation	0.00		-8.00
Holiday Pay - Clerical HW	8.00	19.00	152.00	152.00				
Holiday Hourly Wages				304.00				
Clerical D.T. Wage				9.50				
Clerical Vacation				1,308.00				
Sick Pay				304.00				
	99.75		1,930.88	21,187.40				
Deductions From Gross			Current	YTD Amount				
Medical Post-Tax			-3.37	-37.07				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-104.00	-438.00				
Social Security Employee			-119.51	-1,311.32				
Medicare Employee			-27.95	-308.68				
CA - Withholding			-22.04	-108.13				
CA - Disability Employee			-17.34	-150.35				
			-290.84	-2,352.48				
Adjustments to Net Pay			Current	YTD Amount				
Medical Pre-Tax			-52.83	-581.13				
<b>Net Pay</b>			<b>1,583.84</b>	<b>18,216.72</b>				



Date Range: 4/16/2016 - 4/30/2016

Supervisor: Ashughian, Ana Angelica

Department: Whittier Dial-A-Ride

Date	Sat 16	Sun 17	Mon 18	Tue 19	Wed 20	Thu 21	Fri 22	Sat 23	Sun 24	Mon 25	Tue 26	Wed 27	Thu 28	Fri 29	Sat 30	15 Day Total
Punches		08:15 11:30 12:00 15:15		06:00 11:15 11:45 16:06	05:57 10:15 10:45 14:30	07:00 10:57 11:30 15:30	05:57 11:15 11:45 16:03		08:15 11:30 12:00 16:06	05:57 10:00 10:33 16:09	06:30 10:18 11:15 16:12	06:00 10:27 10:57 16:15	06:30 10:30 11:00 16:36	06:30 11:00 11:30 14:33	06:30 11:00 11:30 14:33	06:03 11:00 11:30 14:33
Total Hours		6.50 6.50 0.00		9.60 8.00 1.60	8.05 8.00 0.05	7.95 7.95 0.00	9.60 8.00 1.60		7.35 7.35 0.00	9.65 8.00 1.65	8.75 8.00 0.75	9.75 8.00 1.75	9.60 8.00 1.60	8.00 8.00 0.00	8.00 8.00 0.00	94.80 85.80 9.00
Department																
Whittier Dial-A-Ride																
Worked Last 8 Days	42.35	48.85	43.15	52.75	51.70	50.35	50.55	41.70	49.05	52.20	60.95	61.10	62.65	62.70	53.10	94.80

Total Worked Hours	94.80
Grand Total Hours	94.80
Regular Hours	85.80
Overtime 1	9.00

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature: \_\_\_\_\_ Date: 5/3/16

Supervisor Signature: \_\_\_\_\_ Date: 5/3/16

Empire Transportation, Inc.  
 8800 Park Street  
 Bellflower, CA 90706

Cesar Colis

Employee Pay Stub		Check number: 05082315		Pay Period: 04/16/2016 - 04/30/2016		Pay Date: 05/06/2016				
Employee				SSN						
Cesar Colis,				***						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Driver Hourly Wage		85.80	11.84	1,015.87	8,624.52	Sick		0.00		-39.00
Driver OT Hourly Wage		9.00	17.75	159.84	907.30	Vacation		0.00		-8.00
Holiday Hourly Wages					189.44					
Training Hourly Wages					11.84					
Driver Vacation Wages					94.72					
Hourly Birthday Wages					94.72					
Sick Pay					226.88					
Skipped Meal Period					82.88					
		94.80		1,175.71	10,292.30					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-65.00	-533.00					
Social Security Employee				-72.89	-638.12					
Medicare Employee				-17.05	-149.24					
CA - Withholding				-9.97	-77.60					
CA - Disability Employee				-10.58	-92.63					
				-175.49	-1,490.59					
<b>Net Pay</b>				<b>1,000.22</b>	<b>8,801.71</b>					

GOMEZ, LYDIA  
 Department: East LA Dial-A-Ride

Date Range: 4/16/2016 - 4/30/2016  
 Supervisor: Ashughian, Ana Angelica

Date	Sat 16	Sun 17	Mon 18	Tue 19	Wed 20	Thu 21	Fri 22	Sat 23	Sun 24	Mon 25	Tue 26	Wed 27	Thu 28	Fri 29	Sat 30	15 Day Total
Punches		08:09 14:09	07:12 10:45 11:15 16:24	07:12 10:30 11:00 16:32	07:12 10:30 11:00 16:18	07:12 10:30 11:00 15:20	06:42 10:46 11:16 16:06			06:43 10:16 10:47 15:46	07:12 11:14 11:44 16:43	06:42 10:00 10:59 15:32	07:12 10:15 11:15 16:20	07:12 10:45 11:15 15:34	07:12 10:45 11:15 15:34	91.07
Total Hours		7.00	8.70	8.83	8.60	7.63	8.90			8.53	9.02	7.85	8.13	7.87	8.13	91.07
Reg		1.00	8.70	8.83	8.60	7.63	6.23			8.53	9.02	7.85	8.13	6.47	8.13	81.00
OT1		6.00	0.00	0.00	0.00	0.00	2.67			0.00	0.00	0.00	0.00	1.40	0.00	10.07
Department Absences		7.00	8.70	8.83	8.60	7.63	8.90			8.53	9.02	7.85	8.13	7.87	8.13	91.07
Skipped Meal Period		1.00														
Worked Last 8 Days	43.98	49.98	58.68	59.07	58.55	57.07	56.68	48.67	48.67	51.20	51.52	50.53	50.07	50.30	41.40	1.00

Total Worked Hours	90.07
Paid Absences	1.00
Grand Total Hours	91.07
Regular Hours	81.00
Overtime 1	10.07

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein

Employee Signature: \_\_\_\_\_ Date: 5/2/16  
 Supervisor Signature: \_\_\_\_\_ Date: 5/2/16

Empire Transportation, Inc.  
 8800 Park Street  
 Bellflower, CA 90706

Lydia Gomez

Employee Pay Stub		Check number: 05082390		Pay Period: 04/16/2016 - 04/30/2016		Pay Date: 05/06/2016		
Employee			SSN					
Lydia Gomez,			***					
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Driver OT Hourly Wage	10.07	17.76	178.78	1,709.70	Sick	0.00		-56.00
Driver Hourly Wage	80.00	11.84	947.20	8,969.04	Vacation	0.00		-36.58
Skipped Meal Period	1.00	11.84	11.84	118.40				
Holiday Hourly Wages				189.44				
Training Hourly Wages				11.84				
Driver Vacation Wages				54.27				
Sick Pay				94.72				
	91.07		1,137.82	11,147.41				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-137.00	-1,369.00				
Social Security Employee			-70.55	-691.14				
Medicare Employee			-16.50	-161.64				
CA - Withholding			-21.99	-237.33				
CA - Disability Employee			-10.24	-100.33				
			-256.28	-2,559.44				
Net Pay			881.54	8,587.97				

GUTIERREZ MARTINEZ, NOEMI  
 Department: Whittier Dial-A-Ride  
 Date Range: 4/16/2016 - 4/30/2016  
 Supervisor: Asheghian, Ana Angelica

Date	Sat 16	Sun 17	Mon 18	Tue 19	Wed 20	Thu 21	Fri 22	Sat 23	Sun 24	Mon 25	Tue 26	Wed 27	Thu 28	Fri 29	Sat 30	15 Day Total
Punches			06:30 10:30 11:00 14:59	06:31 11:01 11:32 15:16	06:30 11:40 12:10 15:24	06:25 09:51 10:21 15:00	06:32 11:15 11:45 16:19			06:00 10:35 11:05 15:35	06:04 10:15 11:15 14:51	06:15 10:30 11:01 15:02	06:30 10:32 11:02 15:03	06:30 10:50 11:20 16:18		
Total Hours			7.98 7.98 0.00	8.23 8.23 0.00	8.40 8.40 0.00	8.08 8.08 0.00	9.28 7.30 1.98			9.08 9.08 0.00	7.78 7.78 0.00	8.27 8.27 0.00	8.05 8.05 0.00	9.30 6.82 2.48		84.47 80.00 4.47
Reg			7.98	8.23	8.40	8.08	9.28			9.08	7.78	8.27	8.05	9.30		17.52
OT1			0.00	0.00	0.00	0.00	1.98			0.00	0.00	0.00	0.00	0.00		66.95
Department																
City of Bellflower			8.23				9.28									
Whittier Dial-A-Ride			7.98	8.40	8.08					9.08	50.87	50.90	50.55	51.77	42.48	
Worked Last 8 Days	42.37	42.37	50.35	50.67	51.58	49.97	41.98	41.98	41.98	51.07	50.87	50.90	50.55	51.77	42.48	
										Total Worked Hours		84.47		80.00		
										Grand Total Hours		84.47		4.47		

I certify, under the penalty of perjury in the State of California, that the foregoing times are correct and that all times worked, including all meal periods, are reflected herein.

Employee Signature: *Noemi Gutierrez*  
 Date: 5/3/16  
 Supervisor Signature: *[Signature]*  
 Date: 5/3/16

Empire Transportation, Inc.  
 8800 Park Street  
 Bellflower, CA 90706

Noemi Gutierrez Martinez

Employee Pay Stub		Check number: 05082412		Pay Period: 04/16/2016 - 04/30/2016		Pay Date: 05/06/2016	
Employee				SSN			
Noemi Gutierrez Martinez,				***-**-****			
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off	
Driver Hourly Wage		80.00	11.84	947.20	8,768.15	Sick	Earned
Driver OT Hourly Wage		4.47	17.76	79.32	388.94	Vacation	YTD Used
Holiday Hourly Wages					189.44		Available
Training Hourly Wages					11.84		
Driver Vacation Wages					189.44		
Health Insurance (Company p...					75.00		
Sick Pay					94.72		
Skipped Meal Period					11.84		
		84.47		1,026.52	9,729.37		
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				0.00	-717.00		
Social Security Employee				-63.64	-603.22		
Medicare Employee				-14.89	-141.08		
CA - Withholding				-12.10	-130.49		
CA - Disability Employee				-9.23	-87.56		
				-99.86	-1,679.35		
<b>Net Pay</b>				<b>926.66</b>	<b>8,050.02</b>		



# APPENDIX

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**  
CHP 343 (Rev 6-10) OPI 062

Page 1 of \_\_\_\_\_ pages

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) B, 1	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME <b>EMPIRE TRANSPORTATION INC</b>	TELEPHONE NUMBER (W/ AREA CODE) 562-529-2676
---	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
8800 PARK ST, BELLFLOWER, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
8800 PARK ST, BELLFLOWER, CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
8800 PARK ST, BELLFLOWER, CA 90706

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES 1-V	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 55 II- 17	DRIVERS 81	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS  
 Yes  No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)  
N/A

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>BERTHA AGUIREE</b>	DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) <b>JOSE GUZMAN</b>	DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2015 ]**

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 -- 50,000	<input type="checkbox"/> C 50,001 -- 100,000	<input checked="" type="checkbox"/> D 100,001 -- 500,000	<input type="checkbox"/> E 500,001 -- 1,000,000	<input type="checkbox"/> F 1,000,001 -- 2,000,000	<input type="checkbox"/> G 2,000,001 -- 5,000,000	<input type="checkbox"/> H 5,000,001 -- 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	---	--	--	---	---	---	--	---

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER 2731988	<input type="checkbox"/> MC <input type="checkbox"/> MX N/A	<input type="checkbox"/> MC <input type="checkbox"/> MX N/A	REASON FOR INSPECTION <b>ANNUAL TOUR BUS TERMINAL INSPECTION</b>

**INSPECTION FINDINGS**

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 14 Time	No. 15 Time	No. 14 Time	TIME N/A	TOTAL TIME
DRIVER HOURS	1	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	<input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. N/A Time N/A	VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units	N/A
BRAKES	0	REMARKS				
LAMPS & SIGNALS	1					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	1					
TIRES & WHEELS	1					
EQUIPMENT REQUIREMENTS	8					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON-BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 1000 COL. <input type="checkbox"/>	INSPECTION DATE(S) 05-02-2016, 05-03-2016	TIME IN	TIME OUT
--	--	--	-------------------------------------	---	--	---------	----------

INSPECTED BY (NAME(S)) <b>S MIDDLEBROOKE</b>	ID NUMBER(S) A13337	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
---	------------------------	---


**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through \_\_\_\_\_), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-5557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 5/3/2016
CARRIER REPRESENTATIVE'S PRINTED NAME <b>JOSE GUZMAN</b>	TITLE <b>SAFETY MANAGER</b>	DRIVER LICENSE NUMBER   STATE



**California Highway Patrol**

	US DOT # 2731988	Legal: EMPIRE TRANSPORTATION INC Operating (DBA):		
MC/MX #:	State #: 326916	Federal Tax ID: 27-0121666 (EIN)		
Review Type: Non-ratable Review - Special Study				
Scope:	Terminal	Location of Review/Audit: Company facility in the U. S.		Territory: C
<b>Operation Types</b>		Interstate	Intrastate	
Carrier:	N/A	Non-HM	Business: Corporation	
Shipper:	N/A	N/A	Gross Revenue: _____ for year ending: _____	
Cargo Tank:	N/A			
<b>Company Physical Address:</b>				
8800 PARK ST BELLFLOWER, CA 90706				
Contact Name:	JOSE GUZMAN			
Phone numbers:	(1) 562-529-2676	(2)	Fax	
E-Mail Address:				
<b>Company Mailing Address:</b>				
8800 PARK ST BELLFLOWER, CA 90706				
<b>Carrier Classification</b>				
Private Passenger, Business		Other: INTRASTATE		
<b>Cargo Classification</b>				
Passengers		Other: Mobile repair tools		
<b>Equipment</b>				
	Owned	Term Leased	Trip Leased	
Truck	1	0	0	Minibus, 16+
Van, 9-15	22	0	0	Owned Term Leased Trip Leased
				50      0      0
Power units used in the U.S.: 73				
Percentage of time used in the U.S.: 100				
Does carrier transport placardable quantities of HM? No				
Is an HM Permit required? N/A				
<b>Driver Information</b>				
	Inter	Intra	Average trip leased drivers/month: 0	
< 100 Miles:		58	Total Drivers: 58	
>= 100 Miles:			CDL Drivers: 58	





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/03/2016

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at:

437 North Vermont Ave  
Los Angeles, CA 9004  
(323) 644-9557

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

Name: JOSE GUZMAN

Title: COMPLIANCE SUPERVISOR

Name:

Title:





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/03/2016

**Part B Violations**

1 STATE	Primary: 13CCR1213(a)(1)	Discovered 1	Checked 450	Drivers/Vehicles	
	CFR Equivalent: 395.8(a)			In Violation	Checked

**Description**  
Carrier failed to require drivers to maintain a record of duty status (log). Driver did not meet the exemption requirements of 1212(e). Driver was not released from work within 12 consecutive hours.

**Example**  
Ana Vargas DL # \_\_\_\_\_ was on duty more than 12 hours and did not maintain a log. (0500-1845 hrs)

2 STATE	Primary: 13CCR1215(b)(1)(C)	Discovered 1	Checked 1	Drivers/Vehicles	
	CFR Equivalent: 396.13(c)			In Violation	Checked

**Description**  
The motor carrier is directed to ensure that daily vehicle inspection reports containing defects or deficiencies are reviewed and signed by the subsequent driver.

**Example**  
Unit # 250  
Drivers daily vehicle inspection report (DVIR) indicated the low oil light on at dash and brake grinding noise from 04-01-2016 to 04-20-2016

<b>Safety Fitness Rating Information:</b>		OOS Vehicle (CR): 0
Total Miles Operated	500,000	Number of Vehicle Inspected (CR): 14
Recordable Accidents	0	OOS Vehicle (MCMIS): 0
		Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/03/2016

**Part B Requirements and/or Recommendations**

1. Require drivers to complete a record of duty status when all the provisions of the 100 air-mile radius driver exemption, contained in 13 CCR 1212(e) are not met.





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/03/2016

**Part C**

Reason for Review: Other TOUR BUS INSPECTION  
Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

<u>Prior Reviews</u>	<u>Prior Prosecutions</u>	Reason not Rated: Special Study	Study Code: CA
7/9/2015			
6/18/2014			
6/19/2013			

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? Yes - Intrastate  
Does carrier transport placardable quantities of hazardous materials? Not Applicable  
Unsat/Unfit rule: Not Applicable

Corporate Contact: JOSE GUZMAN Special Study Information:  
Corporate Contact Title: COMPLIANCE SUPERVISOR

**Remarks:**

Terminal Name: Empire Transportation Inc CA # - 326916  
Terminal Address: 8800 Park St., Bellflower, Ca 90706 FCN - 245940

Rating Information:  
In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

MAINTENANCE PROGRAM VIOLATIONS:  
See Part B.

DRIVER RECORDS VIOLATIONS:  
All current and on file at this time

HOURS OF SERVICE VIOLATIONS:  
See Part B.

Upload Authorized:	Yes	No	
Authorized by:			Date:
Uploaded:	Yes	No	Failure Code:
Verified by:			Date:



DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370165  
 Inspection Date: 05/02/2016  
 Start: 6:00 AM PD End: 6:30 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Phone#: (562)529-2676 Fax#: _____	Driver: License#: _____ State: _____ Date of Birth: _____ CoDriver: License#: _____ State: _____ Date of Birth: _____ Shipper: N/A	Bill of Lading: N/A Cargo: _____
Milepost: _____	Origin: N/A	Destination: N/A	

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2001	CA	6P83398	162	1FDXE45S91HB06009	14050		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: \_\_\_\_\_ Cargo Tank: \_\_\_\_\_

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 295047; Passenger Capacity: 25; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370165

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370166  
 Inspection Date: 05/02/2016  
 Start: 6:30 AM PD End: 7:00 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Phone#: (562)529-2676 Fax#: _____	Driver: License#: _____ State: _____ Date of Birth: _____ CoDriver: License#: _____ State: _____ Date of Birth: _____ Milepost: _____ Shipper: N/A Origin: N/A Destination: N/A	Bill of Lading: N/A Cargo: N/A
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VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2007	CA	05928Y1	299	1FDXE05567DB29912	14050		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported	Placard:	Cargo Tank:
---------------------------	----------	-------------

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 294744; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370166

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370168  
 Inspection Date: 05/02/2016  
 Start: 7:00 AM PD End: 7:30 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Phone#: (562)529-2676 Fax#: _____	Driver: License#: _____ State: Date of Birth: _____ CoDriver: License#: _____ State: Date of Birth: _____ Milepost: _____ Shipper: N/A Origin: N/A Destination: N/A	Bill of Lading: N/A Cargo: N/A
--	--------------------------------------	---	-----------------------------------

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	274NA	263	1DFE4FS0BDA46236	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported	Placard:	Cargo Tank:
---------------------------	----------	-------------

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 172152; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370168

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370169  
 Inspection Date: 05/02/2016  
 Start: 7:30 AM PD End: 8:00 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Phone#: (562)529-2676 Fax#: _____	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth:	State:      State:
Milepost: _____ Origin: N/A Destination: N/A	Shipper: N/A	Bill of Lading: N/A Cargo: N/A	

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	111FL	266	1FDFE4FS6BDA46239	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 117763; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370169

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370170  
Inspection Date: 05/02/2016  
Start: 8:00 AM PD End: 8:30 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: BELLFLOWER Highway: County: LOS ANGELES	Phone#: (562)529-2676 Fax#:	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A Bill of Lading: N/A Cargo: N/A	State:           State:
---	--------------------------------	--	---	--

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2008	CA	BV75558	250	1GBE5V1G98F406176	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	QOS	Citation #	Verify	Crash	Violations	Discovered
1232(A) CCR	S	1	N		N	N	Steering gear box leaking at botcm	
/016								

HazMat: No HM transported Placard:   
 Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 175728; Passenger Capacity: 26; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370170

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370171  
 Inspection Date: 05/02/2016  
 Start: 8:30 AM PD End: 9:00 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
 USDOT: 2731988 Phone#: (562)529-2676  
 MC/IX#: Fax#: State:  
 State#: 326916  
 Location: BELLFLOWER Milepost: Shipper: N/A  
 Highway: Origin: N/A Bill of Lading: N/A  
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	EquipmentID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2006	CA	8W82662	238	1FBSS31L76DB09896	9100		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	QOS	Citation #	Verify	Crash	Violations Discovered
27465(B)(2) VC /001	S	1	N		N	N	Axle # 1 left tire worn below 4/32 inch (repaired at scene)
1242(A) CCR	S	1	N		N	N	Fire extinguisher indicating discharged (repaired at scene)

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 207912; Passenger Capacity: 10; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
 S. M. Middlebrooke

Badge #:  
 A13337

Copy Received By:



02731988 CA CAA133370171

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370172  
 Inspection Date: 05/02/2016  
 Start: 9:00 AM PD End: 9:30 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
 USDOT: 2731988 Phone#: (562)529-2676  
 MC/MX#: Fax#: State:  
 State#: 326916 License#: Date of Birth:  
 Location: BELLFLOWER Milepost: Shipper: N/A  
 Highway: Origin: N/A Bill of Lading: N/A  
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	1999	CA	6E15820	103	1FBSS31S8XHC17896	9300		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1242(A) CCR	S	1	N		N	N	Fire extinguisher indicating discharged (repaired at scene)

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 333876; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL

Report Prepared By:  
 S. M. Middlebrooke

Badge #:  
 A13337

Copy Received By:



02731988 CA CAA133370172

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370173  
 Inspection Date: 05/02/2016  
 Start: 9:30 AM PD End: 10:00 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Phone#: (562)529-2676 Fax#: _____	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A	State:  State:  Bill of Lading: N/A Cargo: N/A
--	--------------------------------------	--	--------------	---

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2001	CA	8W30805	145	1GAHG39R511143287	9500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right		
Left		
Chamber		

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported Placard: \_\_\_\_\_ Cargo Tank: \_\_\_\_\_

**Special Checks:** No data for special checks

**State Information:**  
 Beat/Sub Area: S44; Bus Type: 2; File Code Number: 245940; Fuel Type: G; Odometer: 365959; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Report Prepared By: S. M. Middlebrooke  
 Badge #: A13337  
 Copy Received By: \_\_\_\_\_  
 X \_\_\_\_\_ X \_\_\_\_\_



DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370174  
Inspection Date: 05/02/2016  
Start: 10:00 AM PD End: 10:30 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Driver: License#: _____ State: _____ Date of Birth: _____ CoDriver: License#: _____ State: _____ Date of Birth: _____ Milepost: _____ Shipper: N/A Origin: N/A Destination: N/A	Phone#: (562)529-2676 Fax#: _____ Bill of Lading: N/A Cargo: N/A
--	---	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	8Z56596	262	1DFE4FS9BDA46235	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	QOS	Citation #	Verify	Crash	Violations Discovered
1232(A) VC /026	S	1	N		N	N	Crossmember between axle # 2 and rear bumper bent and broken at weld to right side of frame rail
1232(C) CCR	S	1	N		N	N	Oil leak at rear of transmission extension housing

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 108375; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370174

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370175  
Inspection Date: 05/02/2016  
Start: 10:30 AM PD End: 11:00 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: Fax#: State:  
State#: 326916  
Location: BELLFLOWER Milepost: Shipper: N/A  
Highway: Origin: N/A Bill of Lading: N/A  
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	918HN	267	1FDFE4FS2BDA46240	14500		

BRAKE ADJUSTMENTS  
Axle # 1 2  
Right N/A N/A  
Left N/A N/A  
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:  
Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 157935; Passenger Capacity: 14; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370176  
 Inspection Date: 05/02/2016  
 Start: 12:00 PM PD End: 12:30 PM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
 USDOT: 2731988 Phone#: (562)529-2676  
 MC/MX#: Fax#: State:  
 State#: 326916  
 Location: BELLFLOWER Milepost: Shipper: N/A  
 Highway: Origin: N/A Bill of Lading: N/A  
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2003	CA	8X79074	198	1FDWE35L63HA97724	11500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations	Discovered
1248 CCR	S	1	N		N	N	Battery hold down missing	

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 222901; Passenger Capacity: 20; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
 S. M. Middlebrooke

Badge #:  
 A13337

Copy Received By:



02731988 CA CAA133370176

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370178  
 Inspection Date: 05/02/2016  
 Start: 1:00 PM PD End: 1:30 PM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: BELLFLOWER Highway: County: LOS ANGELES	Phone#: (562)529-2676 Fax#:	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A	State:       State:   Bill of Lading: N/A Cargo: N/A
--	--------------------------------	--	--------------	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	102FL	264	1FDFE4PS2BDA46237	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations	Discovered
1232(C) CCR	S	1	N		N	N	Oil leak at rear of transmission extension housing	

HazMat: No HM transported Placard:   
 Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 131667; Passenger Capacity: 16; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
S. M. Middlebrooke

Badge #:  
A13337

Copy Received By:



02731988 CA CAA133370178

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370177  
 Inspection Date: 05/02/2016  
 Start: 1:30 PM PD End: 2:00 PM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
 USDOT: 2731988 Phone#: (562)529-2676  
 MC/MX#: Fax#: State:  
 State#: 326916  
 Location: BELLFLOWER Milepost: Shipper: N/A  
 Highway: Origin: N/A Bill of Lading: N/A  
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2007	CA	0593041	303	1FDXE45S07DB32305	14050		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
699(D) CCR	S	1	N		N	N	Left turn signal indicator inoperative
1232(A) CCR /001	S	1	N		N	N	Wheel chair lift not deploying

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 285590; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 3

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
 S. M. Middlebrooke

Badge #:  
 A13337

Copy Received By:



02731988 CA CAA133370177

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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA133370180
Inspection Date: 05/02/2016
Start: 2:00 PM PD End: 2:30 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: State#: 326916
Fax#: State:
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS
Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS table with columns: Section, Type, Unit, QOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:
Beat/Sub Area: S44; Bus Type: 1; File Code Number: 245940; Fuel Type: G; Odometer: 306192; Passenger Capacity: 12; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 10; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: S. M. Middlebrooke
Badge #: A13337
Copy Received By:



02731988 CA CAA133370180

X \_\_\_\_\_ X \_\_\_\_\_

**CARRIER INSPECTION**  
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages \_\_\_ of \_\_\_

CARRIER NAME <b>EMPIRE TRANSPORTATION INC</b>	CA NUMBER <b>326916</b>	LOC. CODE <b>550</b>	SUBAREA <b>S44</b>
STREET ADDRESS, CITY, STATE, ZIP CODE <b>8800 PARK ST, BELLFLOWER, CA 90706</b>	PHONE NUMBER <b>562-529-2676</b>	DATE	
CARRIER REPRESENTATIVE <b>JOSE GUZMAN</b>	TITLE <b>SAFETY MANAGER</b>	TIME IN	TIME CUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) <b>8800 PARK ST, BELLFLOWER, CA 90706</b>	U.S. DOT NUMBER <b>2731988</b>	MC NUMBER <b>N/A</b>	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]  
 OTHER: \_\_\_\_\_

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:


**GAMINO & ASSOCIATES**  
525 W. BRADLEY  
EL CAJON, CA 92020  
P: 619-334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY <b>1 S 2 S 3 S 4 S</b>	NUMBER OF RECORDS INSPECTED <b>40</b>	NUMBER OF VIOLATIONS <b>0</b>	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 1000 COLUMN NO.
INSPECTED BY (NAME) <b>S.MIDDLEBROOKE</b>			ID NUMBER <b>A13337</b>	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations recorded hereon and on the attached pages 2 through \_\_\_\_\_ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern Division Motor Carrier Safety Unit Supervisor at **323-644-9557** within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME <b>JOSE GUZMAN</b>	TITLE <b>SAFETY MANAGER</b>	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING <b>SATISFACTORY</b>	DATE <b>05/11/16</b>

**California Highway Patrol**



**US DOT #**  
2731988

**Legal:** EMPIRE TRANSPORTATION INC  
**Operating (DBA):**

**MC/MX #:** State #: 326916 Federal Tax ID: 27-0121666 (EIN)

**Review Type:** Non-ratable Review - Special Study

**Scope:** Terminal **Location of Review/Audit:** Company facility in the U. S. **Territory:** C

Operation Types	Interstate	Intrastate		
Carrier:	N/A	Non-HM	<b>Business:</b> Corporation	
Shipper:	N/A	N/A	<b>Gross Revenue:</b>	for year ending:
Cargo Tank:	N/A			

**Company Physical Address:**  
8800 PARK ST  
BELLFLOWER, CA 90706

**Contact Name:** JOSE GUZMAN  
**Phone numbers:** (1) 562- 529-2676 (2) Fax  
**E-Mail Address:**

**Company Mailing Address:**  
8800 PARK ST  
BELLFLOWER, CA 90706

**Carrier Classification**  
Private Passenger, Business Other: INTRASTATE

**Cargo Classification**  
Passengers Other: MOBILE MECHANIC

**Equipment**

	Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased
Truck	1	0	0	Minibus, 16+	50	0	0
Van, 9-15	22	0	0				

Power units used in the U.S.: 73  
Percentage of time used in the U.S.: 100  
**Does carrier transport placardable quantities of HM?** No  
**Is an HM Permit required?** N/A

**Driver Information**

	Inter	Intra		
< 100 Miles:		321	<b>Average trip leased drivers/month:</b> 0	
>= 100 Miles:			<b>Total Drivers:</b> 321	
			<b>CDL Drivers:</b>	



EMPIRE TRANSPORTATION INC - Terminal

U.S. DOT #: 2731988

State #: 326916

Review Date:

05/11/2016

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at:

437 North Vermont Ave  
Los Angeles, CA 9004  
(323) 644-9557

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** JOSE GUZMAN

**Title:** SAFETY MANAGER

**Name:**

**Title:**





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/11/2016

**Part B Violations**

**Safety Fitness Rating Information:**

Total Miles Operated 500,000  
Recordable Accidents 0

OOS Vehicle (CR): 0  
Number of Vehicle Inspected (CR): 0  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/11/2016

**Part B Requirements and/or Recommendations**

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>







EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/11/2016

**Part C**

Reason for Review: Other CSAT  
Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews      Prior Prosecutions      Reason not Rated: Special Study      Study Code: CA  
7/9/2015  
6/18/2014  
6/19/2013

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?      Yes - Intrastate  
Does carrier transport placardable quantities of hazardous materials?      Not Applicable  
Unsat/Unfit rule:      Not Applicable

Corporate Contact: JOSE GUZMAN      Special Study Information:  
Corporate Contact Title: SAFETY MANAGER

**Remarks:**

Terminal Name: Empire Transportation CA# - 326916  
Terminal Address: 8800 Park St., Bellflower, Ca 90706      FCN - 245940

**Rating Information:**

In accordance with 13 CCR 1233, this carrier has been rated Satisfactory at this time.

**CSAT PROGRAM VIOLATIONS:**

All records are current and on file at this time.

Upload Authorized:	Yes	No	
Authorized by:			Date:
Uploaded:	Yes	No	Failure Code:
Verified by:			Date:



This report contains CONFIDENTIAL pages.

Pages 1 of 1

CARRIER NAME <b>EMPIRE TRANSPORTATION INC</b>	CA NUMBER <b>326916</b>	LOC. CCDE <b>550</b>	SUBAREA <b>S44</b>
STREET ADDRESS, CITY, STATE, ZIP CODE <b>8800 PARK ST, BELLFLOWER, CA 90706</b>	PHONE NUMBER <b>562-529-2676</b>	DATE <b>07/09/15</b>	
CARRIER REPRESENTATIVE <b>JOSE GUZMAN</b>	TITLE <b>SAFETY MANAGER</b>	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS) <b>8800 PARK ST, BELLFLOWER, CA 90706</b>	U.S. DOT NUMBER <b>N/A</b>	MC NUMBER <b>N/A</b>	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: \_\_\_\_\_

REMARKS

Carrier is enrolled in a random controlled substance and alcohol testing program with:

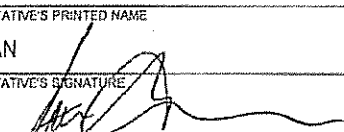
**GAMINO & ASSOCIATES**  
**525 W. BRADLEY**  
**EL CAJON, CA 92020**  
**P: 619-334-2145**

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY <b>1 S 2 S 3 S 4 S</b>	NUMBER OF RECORDS INSPECTED <b>40</b>	NUMBER OF VIOLATIONS <b>0</b>	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) <b>S.MIDDLEBROOKE</b>			ID NUMBER <b>A13337</b>	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations recorded hereon and on the attached pages 2 through \_\_\_\_\_ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern Division Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME <b>JOSE GUZMAN</b>	TITLE <b>SAFETY MANAGER</b>	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING <b>SATISFACTORY</b>	DATE <b>07/09/15</b>

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**  
CHP 343 (Rev 6-10) OPI 062

Page 1 of 12 pages

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 379706	COUNTY CODE 30	BED
TERMINAL TYPE <input type="checkbox"/> Truc <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S)	LOCATION CODE 670	SUBAREA 05

TERMINAL NAME Empire Transportation Inc	TELEPHONE NUMBER (W/AREA CODE) 714-781-1359
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 300 W Katella Ave Anaheim CA 92802	
MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 Park St Bellflower CA 90706	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

LICENSE, FLEET AND TERMINAL INFORMATION							
HM LIC. NO.	HWT. REG. NO.	MS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE   - 21   -	DRIVERS 34	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

EMERGENCY CONTACTS (In Calling Order of Preference)		
EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/AREA CODE) 714-781-1359	NIGHT TELEPHONE NO. (W/AREA CODE) 310-345-2159
EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NO. (W/AREA CODE) 562-529-2676	NIGHT TELEPHONE NO. (W/AREA CODE) 310-562-2241

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR (2015)										
<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input type="checkbox"/> C 50,001 - 100,000	<input type="checkbox"/> D 100,001 - 500,000	<input type="checkbox"/> E 500,001 - 1,000,000	<input checked="" type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000		


OPERATING AUTHORITIES OR PERMITS			
PUC <input type="checkbox"/> T	TCP <input type="checkbox"/> PSC 21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2731988	MC MX	MC MX	REASON FOR INSPECTION PUC Request / CHP Inspection

INSPECTION FINDINGS							
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REF. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 3 4	1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 6 Time 4.0	No. 17 Time 6.0	No. 6 Time 6.0	TIME	TOTAL TIME 16.0	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M Violation noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units			
BRAKES		REMARKS					
LAMPS & SIGNALS	1	SEE ATTACHED PAGES (PART B AND PART C) FOR INSPECTION FINDINGS, ACTIONS NECESSARY TO GAIN COMPLIANCE AND DIRECTIVES.					
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS							
EQUIPMENT REQUIREMENTS							
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							
BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON-BIT	FEE DUE <input type="checkbox"/> Y <input type="checkbox"/> N	CHP 345 <input type="checkbox"/> No	CHP 1000 COL. 8, 9	INSPECTION DATE(S) 5/19/2016, 5/20/2016	TIME IN 0600	TIME OUT 1430
INSPECTED BY (NAME(S)) L E Clemens				ID NUMBER(S) A08630	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION			
I hereby certify that all violations described hereon and recorded on the attached pages (2 through 12), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 714-289-2603 within 5 calendar days of the rating.			
CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Ulises Serpas</i>	DATE 5/20/2016	
CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Terminal Manager	DRIVER LICENSE NUMBER	STATE CA

Destroy Previous Editions

California Highway Patrol

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC <b>Operating (DBA):</b>	Page 2 of 12
	<b>MC/MX #:</b>	<b>State #:</b> 326916	<b>Federal Tax ID:</b> 27-0121666 (EIN)
<b>Review Type:</b> Non-ratable Review - Special Study			
<b>Scope:</b>	Terminal	<b>Location of Review/Audit:</b> Company facility in the U. S.	<b>Territory:</b> E
<b>Operation Types:</b> Interstate Intrastate			
<b>Carrier:</b>	N/A	Non-HM	<b>Business:</b> Corporation
<b>Shipper:</b>	N/A	N/A	<b>Gross Revenue:</b> _____ for year ending: _____
<b>Cargo Tank:</b>	N/A		
<b>Company Physical Address:</b>			
8800 PARK ST BELLFLOWER, CA 90706			
<b>Contact Name:</b>	Ulises Serpas		
<b>Phone numbers:</b>	(1) 714-781-1359	(2) 310-345-2159	Fax _____
<b>E-Mail Address:</b>			
<b>Company Mailing Address:</b>			
8800 PARK ST BELLFLOWER, CA 90706			
<b>Carrier Classification</b>			
Private Passenger, Business		Other: T Bus	
<b>Cargo Classification</b>			
Passengers			
<b>Equipment</b>			
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>
Minibus, 16+	21	0	0
Power units used in the U.S.: 21			
Percentage of time used in the U.S.: 100			
<b>Does carrier transport placardable quantities of HM?</b> No			
<b>Is an HM Permit required?</b> N/A			
<b>Driver Information</b>			
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0
< 100 Miles:		34	<b>Total Drivers:</b> 34
>= 100 Miles:			<b>CDL Drivers:</b> 34





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/20/2016

**Part A**

Page 3 of 12

Questions regarding this report may be directed to the Border Division  
Motor Carrier Safety Unit at:

9330 Farnham Street  
San Diego CA 92123-1216  
(858) 650-3655

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Ulises Serpas

**Title:** Terminal Manager

**Name:** Bertha Aguirre

**Title:** Vice President Operations





EMPIRE TRANSPORTATION INC - Terminal  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
05/20/2016

Part B Violations

Page 4 of 12

Safety Fitness Rating Information:

Total Miles Operated 100,001  
Recordable Accidents 0

OOS Vehicle (CR): 0  
Number of Vehicle Inspected (CR): 0  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 6

Your proposed safety rating is :

**This Review is not Rated.**



	<b>EMPIRE TRANSPORTATION INC - Terminal</b> U.S. DOT #: 2731988	Review Date: 05/20/2016
<b>Part B Requirements and/or Recommendations</b>		Page 5 of 12

1. The following information is provided as information to tour bus operators engaged in, or considering transportation of school pupils.  
 Title 13 of the California Code of Regulation (CCR) Section 1201(t) defines pupil transportation:  
 The transportation of any pupil enrolled in a public or private school at or below the twelfth-grade level to or from school in a school bus, to or from a school activity in a school bus or School Pupil Activity Bus (SPAB), from a school to a non-school related activity within 25 miles of the school in a youth bus, or the transportation of any student enrolled in a community college to or from the community college or a college activity, in a vehicle designated as a school bus by resolution of the governing board pursuant to 545(g) California Vehicle Code (VC), and certified by the department.  
 School related activities are any events conducted for the educational, social, or recreational development of the pupils, sanctioned, authorized, or arranged by a public or private school, or any officer, employee, or agent of the school. This type of transportation requires the use of a school bus, or SPAB (under contractual agreement with a school).

The only vehicles other than a school bus authorized by law to transport school pupils to/from school or school related activities are identified in subsections (a) – (k) of Section 545 VC. Drivers of these authorized vehicles are required to have additional training, special licensing and criminal background checks. In addition to carrier and equipment requirements, driver qualifications are discussed in a CHP manual (HPH 82.7) which is available for purchase at any CHP Division headquarters or Area office, for \$5 plus applicable sales tax. Carriers who intend to use vehicles to transport school pupils to and from school related activities under the Pupil Activity Bus (PAB) exception in 545(k) VC must submit a completed CHP 294D, Youth Bus, Pupil Activity Bus, or General Public Paratransit Vehicle (GPPV) Inspection Application (Revised 1-10), along with the appropriate fee of \$75 for each PAB, prior to inspection by the Department. Motor carriers may obtain the CHP 294D from the Department's internet Web site ([www.chp.ca.gov](http://www.chp.ca.gov)), local Area offices, or field Division Motor Carrier Safety Units (MCSU).

Unlawful transportation of school pupils to/from schools or school activities may result in a citation being issued and/or findings being forwarded to the California Public Utilities Commission. With the passage of Assembly Bill 636 in 2010 affecting California Public Utilities Commission Code 5387, the Public Utilities Commission is required to permanently suspend, revoke, or refuse to issue a Transportation Charter Party (TCP) Permit for any carrier when the carrier has violated the statute (also refer to CVC Sections 12517, 2807, and 2807.1, and 13 CCR Section 1230). Should you have any questions contact the Border Division Motor Carrier Safety Unit at (858) 650-3655.

The carrier has been provided a copy of the following documents:

- CHP Information Bulletin dated 9-19-2006, Transportation of School Pupils to School Related Activities
- CHP Information Bulletin dated 12-3-2008, Assembly Bill 830 – School Pupil Transportation

Carrier Representative: Ulises Serpas / Terminal Manager

Carrier Representative (signature) *Ulises Serpas* U. Serpas Date 5/20/2016

2. 13 CCR 1233.5. Change of Address.

Each motor carrier subject to the provisions of this chapter shall notify the department in writing of any change of address or cessation of regulated activity at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

California Highway Patrol  
 Border Division Motor Carrier Safety Unit  
 9330 Farnham Street  
 San Diego CA 92123-1216





**EMPIRE TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 2731988

State #: 326916

Review Date:  
 05/20/2016

**Part C**

Page 6 of 12

Reason for Review: Other T Bus  
 Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews      Prior Prosecutions      Reason not Rated: Special Study      Study Code: CA  
 6/26/2015  
 6/10/2014  
 6/10/2013

**Unsat/Unfit Information**

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?      Yes - Intrastate  
 Does carrier transport placardable quantities of hazardous materials?      Not Applicable  
 Unsat/Unfit rule:

Corporate Contact: Bertha Aguirre      Special Study Information:  
 Corporate Contact Title: Vice President Operations

**Remarks:**

Terminal Name: Empire Transportation Inc CA# - 326916  
 Terminal Address: 300 W Katella Ave Anaheim CA 92802 FCN - 379706  
 PUC Request CHP Inspection / Recommendation  
 Rating Information:  
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.  
 Based on this inspection, approval for PUC operating authority is being recommended.

Upload Authorized:	Yes	No	
Authorized by:			Date:
Uploaded:	Yes	No	Failure Code:
Verified by:			Date:





DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309849  
Inspection Date: 05/19/2016  
Start: 8:02 AM MT End: 9:00 AM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: ANAHEIM Highway: County: ORANGE	Phone#: (562)529-2676 Fax#:	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A	State:  State: Bill of Lading: N/A Cargo: N/A
---	--------------------------------	--	--------------	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	CHAM	2008	CA	8R03005	183	1GBJ5V1G28F406812	26000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported	Placard:	Cargo Tank:
---------------------------	----------	-------------

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 375652; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309849

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309846  
Inspection Date: 05/19/2016  
Start: 11:43 AM MT End: 12:41 PM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: State#: 326916 Fax#: License#: State:  
Location: ANAHEIM Milepost: Shipper: N/A  
Highway: Origin: N/A Bill of Lading: N/A  
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	THOR	2008	CA	8R03001	185	1GBJ5V1GX8F406167	26000		

BRAKE ADJUSTMENTS

Axle # 1 2  
Right N/A N/A  
Left N/A N/A  
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 400421; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309846

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DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309850  
Inspection Date: 05/19/2016  
Start: 7:03 AM MT End: 8:01 AM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: Fax#: State:  
State#: 326916 License#: State:  
Location: ANAHEIM Milepost: Shipper: N/A  
Highway: Origin: N/A Bill of Lading: N/A  
County: ORANGE Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STAR	2009	CA	8S86044	233	1GBE5V1G29F400382	26000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24252(A) VC	S	1	N		N	N	Left rear marker lamp inoperative--393.9(a)

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: LPG; Odometer: 307151; Passenger Capacity: 24; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11; WC Passenger Capacity: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309850

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309851  
Inspection Date: 05/19/2016  
Start: 6:04 AM MT End: 7:02 AM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: ANAHEIM Highway: County: ORANGE	Phone#: (562)529-2676 Fax#:	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A	State: State: Bill of Lading: N/A Cargo:
---	--------------------------------	--	--------------	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STAR	2015	CA	44307V1	285	3FRNF6HD0FV718603	26000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 36232; Passenger Capacity: 39; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309851

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA086309847  
Inspection Date: 05/19/2016  
Start: 10:44 AM MT End: 11:42 AM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: ANAHEIM Highway: County: ORANGE	Phone#: (562)529-2676 Fax#:	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A	State:  State: Bill of Lading: N/A Cargo: N/A
--	--------------------------------	--	--------------	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STAR	2015	CA	44335V1	287	3FRNF6HD6FV718606	26000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 39553; Passenger Capacity: 39; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309847

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT



California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123  
Phone: (858) 650-3600

Report Number: CAA086309848  
Inspection Date: 05/19/2016  
Start: 9:15 AM MT End: 10:13 AM MT  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

Internationally Accredited Agency CHP407F/343A

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: ANAHEIM Highway: _____ County: ORANGE	Phone#: (562)529-2676 Fax#: _____	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Milepost: Origin: N/A Destination: N/A	Shipper: N/A Bill of Lading: N/A Cargo: N/A	State:           State:
--	--------------------------------------	--	---	--

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STAR	2015	CA	44311V1	290	3FRNF6HDXFV718611	26000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported	Placard:	Cargo Tank:
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Special Checks: No data for special checks

State Information:

Beat/Sub Area: 670; Bus Type: 1; File Code Number: 379706; Fuel Type: CNG; Odometer: 36797; Passenger Capacity: 34; Pre-Cleared Vehicle: N; PUC: 21507; Regulated Vehicle: Y; Veh #1 Type: 11

Report Prepared By:  
L. Clemens

Badge #:  
A08630

Copy Received By:



02731988 CA CAA086309848

X \_\_\_\_\_ X \_\_\_\_\_

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 8-10) OPI 052

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 379706	COUNTY CODE 30	BED
TERMINAL TYPE <input type="checkbox"/> Truc <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S)	LOCATION CODE 670	SUBAREA 05	

TERMINAL NAME Empire Transportation Inc	TELEPHONE NUMBER (W/ AREA CODE) 714-781-1359
--	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

300 W Katella Anaheim CA 92802

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

8800 Park St Bellflower CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 18 II-	DRIVERS 34	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH.	HW CONT.	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/ AREA CODE) 714-781-1359	NIGHT TELEPHONE NO. (W/ AREA CODE) 310-345-2159
EMERGENCY CONTACT (NAME) Bertha Aguirre Ext 114	DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE) 310-562-2241

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR ( 2014 )**

<input type="checkbox"/> UNDER 15,000	<input type="checkbox"/> 15,001 - 50,000	<input type="checkbox"/> 50,001 - 100,000	<input type="checkbox"/> 100,001 - 500,000	<input type="checkbox"/> 500,001 - 1,000,000	<input checked="" type="checkbox"/> 1,000,001 - 2,000,000	<input type="checkbox"/> 2,000,001 - 5,000,000	<input type="checkbox"/> 5,000,001 - 10,000,000	<input type="checkbox"/> MORE THAN 10,000,000
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**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	TCP <input type="checkbox"/>	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input type="checkbox"/> No
USDOT US DOT NUMBER	MC MX	MC MX	REASON FOR INSPECTION

**Annual Inspection**

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable					
REQUIREMENTS	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 3 4	1 S 2 S 3 S 4 S	
DRIVER RECORDS	No. 6 Time 4.0	No. 17 Time 6.0	No. 6 Time 6.0	TIME	TOTAL TIME 16.0	
DRIVER HOURS	HAZARDOUS MATERIALS <input type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles 1 Units		
BRAKES	REMARKS					
LAMPS & SIGNALS	1 Inspected (6) vehicles along with associated maintenance records, driver records for compliance with Motor Carrier safety regulations and statutes.					
CONNECTING DEVICES	For violations see attached pages.					
STEERING & SUSPENSION	1 Terminal Rated Satisfactory					
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	2					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON - BIT	FEES DUE <input type="checkbox"/> Y <input type="checkbox"/> N	CHP 345 No	CHP 106D COL. 13, 14	INSPECTION DATE(S) 6/25/2015, 6/26/2015	TIME IN 0600	TIME OUT 1430
INSPECTED BY (NAME/SJ) L E Clemens				ID NUMBER(S) A08630	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 8), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 714-288-2603 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Ulises Serpas</i>	DATE 6/26/2015
CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Terminal Manager	DRIVER LICENSE NUMBER   STATE CA

**CONTINUATION**

CHP 343-1 (REV 10-97) OPI 062

CARRIER NAME	Empire Transportation Inc	DATE	06/26/15	THIS IS A CONTINUATION OF	CHP 343
ADDRESS	300 W Katella Anaheim CA 92802	CA NUMBER			326916
		FC NUMBER			379706

REMARKS

**13 CCR 1230 The following vehicle was placed out of service :**

**Bus unit number 186 license 8R03003**

**Inoperative Left Rear Turn Signal**

**This vehicle may be returned to highway service only after proper repair of the out of service condition.**

**Out of Service Condition is not of a long standing nature.**



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001211
Inspection Date: 06/25/2015
Start: 7:18:00 AM PT End: 8:16:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

MilePost:
Origin:
Destination:
Shipper:
Bill of Lading:
Cargo:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, SPEM, 2008, CA, 8R03004, 182, 1GBJ5V1G08F406730, 26,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.5B, 1232(C) CCR, 1, N, N, N, Excessive oil and grease on chassis/steering gearbox leaking--396.5(b)

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: THOR CONV MFR DATE 10/07; Address: LAST INSP 05-14-15 364,932; Odometer: 369162; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 34; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: L. CLEMENS

Badge #: A08630

Copy Received By:

Page 1 of 1



CA CA3P2K001211

X \_\_\_\_\_

X \_\_\_\_\_

**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 Telephone 1-858-650-3655

Report Number: CA3P2K001212  
 Inspection Date: 06/25/2015  
 Start: 8:19:00 AM PT End: 9:17:00 AM PT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706

USDOT#: \_\_\_\_\_ Phone#: \_\_\_\_\_  
 MC/MX#: \_\_\_\_\_ Fax#: \_\_\_\_\_  
 State#: 326916

Location: 300 W KATELLA ANAHEIM  
 Highway: \_\_\_\_\_  
 County: ORANGE, CA

MilePost: \_\_\_\_\_  
 Origin: \_\_\_\_\_  
 Destination: \_\_\_\_\_

Driver: \_\_\_\_\_ State: \_\_\_\_\_  
 License#: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 CoDriver: \_\_\_\_\_  
 License#: \_\_\_\_\_ State: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Shipper: \_\_\_\_\_

Bill of Lading: \_\_\_\_\_  
 Cargo: \_\_\_\_\_

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	SPEM	2008	CA	8R03003	186	1GBJ5V1G98F406533	26,000			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.9	24252(A) VC	1	Y		U	N	Left rear turn signal lamp Inoperative--393.9(a)

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: THOR CONV MFR DATE 10/07; Address: LAST INSP 05-19-15 352,879; Odometer: 356177; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 34; WC Passenger Capacity: 0; Bus Type: 1;

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 L. CLEMENS

Badge #:  
 A08630

Copy Received By:



CA CA3P2K001212

X \_\_\_\_\_

X \_\_\_\_\_

**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 Telephone 1-858-650-3655

Report Number: CA3P2K001213  
 Inspection Date: 06/25/2015  
 Start: 9:25:00 AM PT End: 10:24:00 AM PT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#: State#: 326916  
 MC/MX#: Fax#: State#: 326916  
 Location: 300 W KATELLA ANAHEIM  
 Highway: MilePost: Origin: Destination:  
 County: ORANGE, CA

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth: Shipper: Bill of Lading: Cargo:

VEHICLE IDENTIFICATION											
Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	ODS Sticker
1	BU	SPEM	2009	CA	8S86043	234	1GBE5V1G29F400382	28,000			

**BRAKE ADJUSTMENTS**

Axle # 1 2  
 Right N/A N/A  
 Left N/A N/A  
 Chamber HYDR HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
392.2	27152 VC	1	N		N	N	Discharge from exhaust pipe protruding 4" from left side of bus body--392.2
396.3A1	1232(A) CCR /001	1	N		N	N	Torn Seat Cushions

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 8/08; Address: LAST INSP 06-08-15 273,213; Odometer: 273818; File Code Number: 379706; Fuel Type: LPG; Passenger Capacity: 24; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 L. CLEMENS

Badge #:  
 A08630

Copy Received By:

Page 1 of 1



CA CA3P2K001213

X \_\_\_\_\_

X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone 1-858-650-3655

Report Number: CA3P2K001210
Inspection Date: 06/25/2015
Start: 6:17:00 AM PT End: 7:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916
Location: 300 W KATELLA ANAHEIM
Highway:
County: ORANGE, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:
MilePost:
Origin: Destination:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, QOS Sticker. Row 1: 1, BU, SPEM, 2015, CA, 44308V1, 286, 3FRNF6HD4FV718605, 26,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beal/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,287; Odometer: 5216; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: L. CLEMENS

Badge #: A08630

Copy Received By:



CA CA3P2K001210

X \_\_\_\_\_

X \_\_\_\_\_

**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 Telephone 1-858-650-3655

Report Number: CA3P2K001214  
 Inspection Date: 06/25/2015  
 Start: 11:03:00 AM PT End: 12:01:00 PM PT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#: MC/MX#: Fax#: State#: 326916  
 Location: 300 W KATELLA ANAHEIM  
 Highway: MilePost: Origin: Destination: County: ORANGE, CA

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth: Shipper: Bill of Lading: Cargo:

VEHICLE IDENTIFICATION											
Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWR	CVSA #	CVSA Issued #	OOS Slicker
1	BU	SPEM	2015	CA	44335V1	287	3FRNF6HD6FV718606	26,000			

**BRAKE ADJUSTMENTS**  
 Axle # 1 2  
 Right N/A N/A  
 Left N/A N/A  
 Chamber HYDR HYDR

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported. **Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**  
 Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,272; Odometer: 4026; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.  
 Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By: L. CLEMENS  
 Badge #: A08630  
 Copy Received By: X \_\_\_\_\_



CA CA3P2K001214

**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 Telephone 1-858-650-3655

Report Number: CA3P2K001215  
 Inspection Date: 06/25/2015  
 Start: 12:21:00 PM PT End: 1:19:00 PM PT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#: MC/MX#: Fax#: State#: 326916  
 Location: 300 W KATELLA ANAHEIM  
 Highway: County: ORANGE, CA

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth: Shipper: Bill of Lading: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	SPEM	2015	CA	44351V1	288	3FRNF6HD8FV718607	26,000			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Beat/Sub Area: 670; Veh #1 Type: 11; Regulated Vehicle: Y; Responsible Person: STARCRAFT CONV MFR DATE 10/14; Address: LAST INSP 05-27-15 2,233; Odometer: 4599; File Code Number: 379706; Fuel Type: CNG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 L. CLEMENS

Badge #:  
 A08630

Copy Received By:

Page 1 of 1



CA CA3P2K001215

X \_\_\_\_\_

X \_\_\_\_\_

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE B	OTHER PROGRAM(S) T	LOCATION CODE 550	SUBAREA S44	

TERMINAL NAME  
**EMPIRE TRANSPORTATION INC**

TELEPHONE NUMBER (W/ AREA CODE)  
562-529-2676

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8800 PARK ST, BELLFLOWER, CA 90708

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

8800 PARK ST, BELLFLOWER, CA 90708

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

8800 PARK ST, BELLFLOWER, CA 90708

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWY. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 2 II- 2	DRIVERS 6	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HWY. VEH. N/A	HW CONT. N/A	PF0 / CBAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS  
 Yes  No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)  
N/A

**EMERGENCY CONTACTS (in Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>BERTHA AGUIREE</b>	DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 144	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) <b>JOSE GUZMAN</b>	DAY TELEPHONE NO. (W/ AREA CODE) 562-529-2676 EXT 126	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2014 ]**

<input type="checkbox"/> UNDER 15,000	<input checked="" type="checkbox"/> 15,001 - 50,000	<input type="checkbox"/> 50,001 - 100,000	<input type="checkbox"/> 100,001 - 500,000	<input type="checkbox"/> 500,001 - 1,000,000	<input type="checkbox"/> 1,000,001 - 2,000,000	<input type="checkbox"/> 2,000,001 - 5,000,000	<input type="checkbox"/> 5,000,001 - 10,000,000	<input type="checkbox"/> MORE THAN 10,000,000
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**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T N/A	<input checked="" type="checkbox"/> TCP N/A	<input type="checkbox"/> PSC N/A	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION	INITIAL BASIC BUS TERMINAL INSPECTION

**INSPECTION FINDINGS**

REQUIREMENTS	VIOL	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable
MAINTENANCE PROGRAM	1	1 UR 2 S 3 4
DRIVER RECORDS	0	No. 3 Time
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted

**REMARKS**

SEE CHP 343-1 AND 407F ASPEN ATTACHED

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NCN - BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 1000 COL. <input type="checkbox"/>	INSPECTION DATE(S) 7/9/2015	TIME IN	TIME OUT
--	--	--	-------------------------------------	---	--------------------------------	---------	----------

INSPECTED BY (NAME(S)) S.MIDDLEBROOKE	ID NUMBER(S) A13337	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
--	------------------------	---

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 5), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-5557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 7/9/2015
CARRIER REPRESENTATIVE'S PRINTED NAME JOSE GUZMAN	TITLE SAFETY MANAGER	DRIVER LICENSE NUMBER   STATE

**CONTINUATION**

CHP 343-1 (REV 10-97) OPI 062

CARRIER NAME

EMPIRE TRANSPORTATION INC

ADDRESS

8800 PARK ST, BELLFLOWER, CA 90706

DATE	07/09/15	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	EMPIRE TRANSPORTATION INC	CA NUMBER	326916
ADDRESS	8800 PARK ST, BELLFLOWER, CA 90706	FC NUMBER	245940

REMARKS

**MAINTENANCE PROGRAM VIOLATIONS:**

13 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Unit # 251 drivers DVIR indicated defective door: 05-06-15, 05-07-15, 05-08-15

Unit # L-205 drivers DVIR indicated vehicle alignment issues: 06-23-15, 06-24-15, 06-25-15, 06-26-15

**DRIVER RECORDS VIOLATIONS:**

Due to carrier having two types of operations (Tour Bus / Basic Bus) driver records were inspected in conjunction with the annual tour bus terminal inspection. Driver records meet all the requirements for basic bus operation.

**RATING:**

13CCR 1233 Terminal is rated SATISFACTORY at this time.

**CHANGE OF ADDRESS:**

13CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

California Highway Patrol

COMMERCIAL RECORDS UNIT

P.O. BOX 942898

SACRAMENTO, CA. 94298-0001



**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001150  
 Inspection Date: 07/07/2015  
 Start: 9:30:00 AM CT End: 10:00:00 AM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#: State: 326916  
 MC/MX#: Fax#: State: 326916  
 Location: 8800 PARK ST  
 Highway: MilePost:  
 County: LOS ANGELES, CA Origin: NONE  
 Destination: NONE

Driver: License#: State:  
 Date of Birth:  
 CoDriver: License#: State:  
 Date of Birth:  
 Shipper: Bill of Lading:  
 Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2008	CA	8V75559	251	1GB25V1GX8F406185	19,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
392.2RG	5201 VC	1	N		N	N	Front license plate not visible
393.45B2	1245(F)(3) CCR /O 02	1	N		N	N	Axle # 1 right hydraulic brake hose from caliper worn from chaffing on inner fender
393.45B2	1245(F)(3) CCR /O 01	1	N		N	N	Axle # 1 left caliper installed in wrong position causing hydraulic brake hose to curl and chaffing on inner plastic fender

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 244631; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 26; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001150

X \_\_\_\_\_

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001159
Inspection Date: 07/09/2015
Start: 6:45:00 AM CT End: 7:15:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
State:
State:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2010, CA, 1358267, L-205, 1GB9G5AGXA1104524, 14,200

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 11; Regulated Vehicle: Y; Odometer: 107154; File Code Number: 245940; Fuel Type: LPG; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P14001159

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001160  
 Inspection Date: 07/09/2015  
 Start: 7:30:00 AM CT End: 8:00:00 AM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#:  
 MC/MX#: Fax#:  
 State#: 326916

Driver:  
 License#: State:  
 Date of Birth:  
 CoDriver:  
 License#: State:  
 Date of Birth:

Location: 8800 PARK ST  
 Highway:  
 County: LOS ANGELES, CA

MilePost:  
 Origin: NONE Shipper:  
 Destination: NONE Bill of Lading:  
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2010	CA	1358266	L-204	1GB9G5AG0A1104709	14,200			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
390.21A	27900(A) VC /001	1	N		N	N	Company name or logo needs to be legible from 50ft
390.21A	34507.5(B) VC /00	1	N		N	N	Carrier ID number needs to be legible from 50ft
							1

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; Veh #1 Type: 11; Regulated Vehicle: Y; Odometer: 114440; File Code Number: 245940; Fuel Type: LPG; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001160

X \_\_\_\_\_

X \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**  
CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) B	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME  
**EMPIRE TRANSPORTATION INC**

TELEPHONE NUMBER (W/ AREA CODE)  
**562-529-2676**

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
**8800 PARK ST, BELLFLOWER, CA 90706**

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
**8800 PARK ST, BELLFLOWER, CA 90706**

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
**8800 PARK ST, BELLFLOWER, CA 90706**

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 69 II- 12	DRIVERS 81	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEIL. N/A	HW CONT. N/A	FPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS  
 Yes  No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)  
N/A

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>BERTHA AGUIREE</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>562-529-2676 EXT 144</b>	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) <b>JOSE GUZMAN</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>562-529-2676 EXT 126</b>	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2014 ]**

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 -- 50,000	<input type="checkbox"/> C 50,001 -- 100,000	<input checked="" type="checkbox"/> D 100,001 -- 500,000	<input type="checkbox"/> E 500,001 -- 1,000,000	<input type="checkbox"/> F 1,000,001 -- 2,000,000	<input type="checkbox"/> G 2,000,001 -- 5,000,000	<input type="checkbox"/> H 5,000,001 -- 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	---	--	--	---	---	---	--	---

**OPERATING AUTHORITIES OR PERMITS**

PUC  T N/A  TCP PSC 21507

MOTOR CARRIER OF PROPERTY PERMIT ACTIVE  Yes  No  N/A

IMS FITNESS EVALUATION  Yes  No

USDOT US DOT NUMBER N/A

MC N/A

MC N/A

MX N/A

REASON FOR INSPECTION

**ANNUAL TOUR BUS TERMINAL INSPECTION**

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 14 Time	No. 13 Time	No. 14 Time	N/A	TOTAL TIME
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. N/A Time N/A	VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A		

BRAKES 2

LAMPS & SIGNALS 1

CONNECTING DEVICES N/A

STEERING & SUSPENSION 0

TIRES & WHEELS 0

EQUIPMENT REQUIREMENTS 8

CONTAINERS & TANKS N/A

HAZARDOUS MATERIALS N/A

SEE CHP 343-1 AND 407F ASPEN ATTACHED

REMARKS

BIT  I  R  FEEES DUE  Yes  No

CHP 343  CHP 1000 COL  INSPECTION DATE(S) 07-07, 07-08, 07-09

INSPECTED BY (NAME(S)) S.MIDDLEBROOKE

ID NUMBER(S) A13337

SUSPENSE DATE  Auto  None

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323 844 8857 within 5 calendar days of the rating.

CURRENT TERMINAL RATING **SATISFACTORY**

CARRIER REPRESENTATIVE'S SIGNATURE

DATE 7/9/2015

CARRIER REPRESENTATIVE'S PRINTED NAME **JOSE GUZMAN**

TITLE **SAFETY MANAGER**

DRIVER LICENSE NUMBER/STATE

**CONTINUATION**

CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
07-07, 07-08, 07-09	CHP 343
CARRIER NAME	CA NUMBER
EMPIRE TRANSPORTATION INC	326916
ADDRESS	FC NUMBER
8800 PARK ST, BELLFLOWER, CA 90706	245940

REMARKS

**MAINTENANCE PROGRAM VIOLATIONS:**

13 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Unit # 243 drivers DVIR indicated check engine light on: 04-01-15, 04-03-15, 04-06-15, 04-07-15, 04-20-15

Unit # 164 drivers DVIR indicated power steering problem: 05-22-15, 05-23-15, 05-24-15

Unit # 244 drivers DVIR indicated inoperative interior light: 05-15-15, 05-18-15, 05-19-15, 05-20-15, 05-21-15, 05-22-15

Unit # 259 drivers DVIR indicated inoperative turn signal: 04-01-15, 04-02-15

Unit # 251 drivers DVIR indicated defective door: 05-06-15, 05-07-15, 05-08-15

**DRIVER RECORDS VIOLATIONS:**

All records are current and on file at this time.

**RATING:**

13CCR 1233 Terminal is rated SATISFACTORY at this time.

**CHANGE OF ADDRESS:**

13CCR 1233.5 Carrier is required to notify the department of any change of address or cessation of regulated activity at any of the carrier's terminals. Carrier shall notify the department in writing within 15 days of the change and shall be forwarded to:

**California Highway Patrol**

**COMMERCIAL RECORDS UNIT**

**P.O. BOX 942898**

**SACRAMENTO, CA. 94298-0001**

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001158
Inspection Date: 07/07/2015
Start: 1:30:00 PM CT End: 2:00:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 72628B1, 259, 1FDFE4FS7BDA42091, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 125750; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:



CA CA3P14001158

X \_\_\_\_\_

X \_\_\_\_\_

**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001157  
 Inspection Date: 07/07/2015  
 Start: 1:00:00 PM CT End: 1:30:00 PM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706

Driver:  
 License#: State:

USDOT#: Phone#:  
 MC/MX#: Fax#:

Date of Birth:  
 CoDriver:  
 License#: State:

State#: 326916

Date of Birth:

Location: 8800

MilePost:

Shipper:

Highway:

Origin: NONE

Bill of Lading:

County: LOS ANGELES, CA

Destination: NONE

Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	907HN	244	1DFDE45S09DA47379	14,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
390.21A	27900(A) VC /001	1	N		N	N	Company name or trademark required to be visible from 50ft
390.21A	34507.5(B) VC /00	1	N		N	N	Carrier ID number needs to be visible from 50ft
	2						

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beal/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 119201; File Code Number: 245940; Fuel Type: CNG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001157

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X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001156
Inspection Date: 07/07/2015
Start: 12:30:00 PM CT End: 1:00:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6P83397, 163, 1FDXE45571HB06008, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2; Right, N/A, N/A; Left, N/A, N/A; Chamber, HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 288061; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P14001156

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X \_\_\_\_\_



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001155
Inspection Date: 07/07/2015
Start: 12:00:00 PM CT End: 12:30:00 PM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

USDOT#:
MC/MX#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2007, CA, 8W82663, 237, 1FBSS31L76DB32319, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 105771; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 10; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P14001155

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**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001154  
 Inspection Date: 07/07/2015  
 Start: 11:30:00 AM CT End: 12:00:00 PM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706

Driver:  
 License#: \_\_\_\_\_ State: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

USDOT#: \_\_\_\_\_ Phone#: \_\_\_\_\_  
 MC/IMX#: \_\_\_\_\_ Fax#: \_\_\_\_\_  
 State#: 326916

CoDriver:  
 License#: \_\_\_\_\_ State: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

Location: 8800 PARK ST  
 Highway:  
 County: LOS ANGELES, CA

MilePost: \_\_\_\_\_ Shipper: \_\_\_\_\_  
 Origin: NONE Bill of Lading:  
 Destination: NONE Cargo: \_\_\_\_\_

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2011	CA	100FL	258	1DFDE4FS5BDA43090	14,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
390.21A	27900(A) VC /001	1	N		N	N	Company name or trademark required to be visible from 50ft
390.21A	34507.5(B) VC /001	1	N		N	N	Carrier ID number required to be visible from 50ft

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 92811; File Code Number: 245940; Fuel Type: G;  
 Passenger Capacity: 12; WC Passenger Capacity: 4; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

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Page 1 of 1



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001153
Inspection Date: 07/07/2015
Start: 11:00:00 AM CT End: 11:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6E24755, 116, 1FBSS31L2XHC33018, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Bea/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 358556; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

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CA CA3P14001153

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001152
Inspection Date: 07/07/2015
Start: 10:30:00 AM CT End: 11:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E23925, 115, 1FBSS31L5XHC33014, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 277971; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

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Page 1 of 1



CA CA3P14001152

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**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001151  
 Inspection Date: 07/07/2015  
 Start: 10:00:00 AM CT End: 10:30:00 AM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706

USDOT#: \_\_\_\_\_ Phone#: \_\_\_\_\_  
 MC/MX#: \_\_\_\_\_ Fax#: \_\_\_\_\_  
 State#: 326916

Location: 8800 PARK ST  
 Highway: \_\_\_\_\_  
 County: LOS ANGELES, CA

MilePost: \_\_\_\_\_  
 Origin: NONE  
 Destination: NONE

Driver: \_\_\_\_\_ State: \_\_\_\_\_  
 License#: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 CoDriver: \_\_\_\_\_ State: \_\_\_\_\_  
 License#: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Shipper: \_\_\_\_\_  
 Bill of Lading: \_\_\_\_\_  
 Cargo: \_\_\_\_\_

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2009	CA	898HN	243	1FDFE45S49DA47353	14,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
390.21A	27900(A) VC /001	1	N		N	N	Carrier name or logo required to be clearly visible from 50ft
390.21A	34507.5(B) VC /00	1	N		N	N	Carrier ID numbers not clearly visible from 50ft
	1						

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 97444; File Code Number: 345940; Fuel Type: CNG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

Copy Received By:

Page 1 of 1



CA CA3P14001151

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**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001150  
 Inspection Date: 07/07/2015  
 Start: 9:30:00 AM CT End: 10:00:00 AM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706

USDOT#: Phone#: MC/MX#: Fax#: State#: 326916

Location: 8800 PARK ST  
 Highway: County: LOS ANGELES, CA

MilePost: Origin: NONE  
 Destination: NONE

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth: Shipper: Bill of Lading: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2008	CA	8V75559	251	1GB25V1GX8F406185	19,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
392.2RG	5201 VC	1	N		N	N	Front license plate not visible
393.45B2	1245(F)(3) CCR /0 02	1	N		N	N	Axle # 1 right hydraulic brake hose from caliper worn from chaffing on inner fender
393.45B2	1245(F)(3) CCR /0 01	1	N		N	N	Axle # 1 left caliper installed in wrong position causing hydraulic brake hose to curl and chaffing on inner plastic fender

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

**State Information:**

Bea/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 244631; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 26; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

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Page 1 of 1



CA CA3P14001150

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**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 (323) 644-9557

Report Number: CA3P14001149  
 Inspection Date: 07/07/2015  
 Start: 9:00:00 AM CT End: 9:30:00 AM CT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA 90706  
 USDOT#: Phone#: State: 326916  
 MC/MX#: Fax#: State: 326916  
 Location: 8800 PARK ST  
 Highway: MilePost:  
 County: LOS ANGELES, CA Origin: NONE  
 Destination: NONE

Driver: License#: State:  
 Date of Birth:  
 CoDriver: License#: State:  
 Date of Birth:  
 Shipper: Bill of Lading:  
 Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2006	CA	8Y07403	281	1FDWE35S16HA58941	11,500			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.9	24252(A) VC	1	N		N	N	Right head lamp inoperative

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

**State Information:**

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 170638; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1;

Signature Of Repairer X: \_\_\_\_\_ Facility: \_\_\_\_\_ Date: \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
 NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 SEAN MIDDLEBROOKE

Badge #:  
 A13337

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Page 1 of 1



CA CA3P14001149

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001148
Inspection Date: 07/07/2015
Start: 8:30:00 AM CT End: 9:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#:
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
State:
State:

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2009 CA 136FL 248 1FDFE45S19DA47374 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 110317; File Code Number: 245940; Fuel Type: CNG; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

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Page 1 of 1



CA CA3P14001148

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001147
Inspection Date: 07/07/2015
Start: 8:00:00 AM CT End: 8:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2001 CA 8L53842 164 1FDXE45S61HB00068 14,050

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 273862; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:



CA CA3P14001147

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001146
Inspection Date: 07/07/2015
Start: 7:30:00 AM CT End: 8:00:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST
Highway:
County: LOS ANGELES, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2006, CA, 8Y07402, 282, 1FDWE35S36HA58942, 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 166540; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

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Page 1 of 1



CA CA3P14001146

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
(323) 644-9557

Report Number: CA3P14001145
Inspection Date: 07/07/2015
Start: 7:00:00 AM CT End: 7:30:00 AM CT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth: Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1997 CA 33550R1 90 1FDLE40S5VH1A46774 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 393.79, 1259(A) CCR /001, 1, N, N, N, N, Defroster inoperative

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S44; PUC: 21507; Veh #1 Type: 10; Regulated Vehicle: Y; Odometer: 328940; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

Signature Of Repairer X: Facility: Date:

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: SEAN MIDDLEBROOKE

Badge #: A13337

Copy Received By:

Page 1 of 1



CA CA3P14001145

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**SAFETY AND TRAINING PROGRAM  
POLICIES AND PROCEDURES**

**SAFETY AND TRAINING PROGRAM  
POLICIES AND PROCEDURES**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>1.0 POLICY OBJECTIVE</b> .....	<b>3</b>
<b>2.0 PURPOSE</b> .....	<b>3</b>
<b>3.0 APPLICABILITY</b> .....	<b>3</b>
<b>4.0 INSTRUCTOR QUALIFICATIONS</b> .....	<b>4</b>
4.1 CLASSROOM INSTRUCTOR.....	4
4.2 BEHIND-THE-WHEEL INSTRUCTOR.....	4
<b>5.0 DRIVER TRAINEE SELECTION</b> .....	<b>4</b>
<b>6.0 TRAINING AREAS AND TIME REQUIREMENTS</b> .....	<b>5</b>
6.1 CLASSROOM EVALUATION.....	6
6.2 BTW INSTRUCTION.....	6
<b>7.0 ONGOING TRAINING</b> .....	<b>8</b>
7.1 REFRESHER TRAINING.....	8
7.2 RE-TRAINING.....	8
<b>8.0 VEHICLE MAINTENANCE PERSONNEL</b> .....	<b>8</b>
<b>9.0 CUSTOMER SERVICE &amp; COMMUNICATIONS PERSONNEL</b> .....	<b>8</b>
<b>10.0 SAFETY &amp; TRAINING RECORDS</b> .....	<b>9</b>
10.3 TRAINEE PERFORMANCE EVALUATION FORM.....	10
10.4 INDIVIDUAL TRAINING LOG .....	10
<b>11.0 SAFETY MANAGEMENT</b> .....	<b>10</b>
11.1 RENEWAL DATABASE .....	10
11.2 SUPERVISION.....	10
11.3 RIDE CHECKS.....	10
<b>12.0 SAFETY STANDARDS</b> .....	<b>10</b>
12.1 UNSAFE ACTS.....	10
12.2 PREVENTABLE COLLISIONS.....	11
12.3 WHEELCHAIR RELATED ACCIDENTS.....	11
<b>13.0 APPENDIX</b> .....	<b>11</b>

## **SAFETY AND TRAINING PROGRAM POLICY AND PROCEDURE**

### **1.0 POLICY OBJECTIVE**

Empire Transportation, Inc. (Empire) is committed to delivering safe passenger transportation services to our clients. In meeting this goal it is our policy to:

- 1) Employ qualified and actively involved Safety, Training and Personnel Department (STP) staff who are capable of delivering on our program objectives.
- 2) Provide training that insures every employee enters our active workforce with the skills to be safe and successful in providing outstanding service to our clients.
- 3) Promote an attitude toward safety, which insures that our employees are safety aware while doing their jobs.
- 4) Prohibit employee actions that do not meet the safety standards outlined in this policy.

### **2.0 PURPOSE**

The purpose of this policy is to provide STP staff with guidelines and standards for training new and existing employees to meet Empire safety standards, as well as ensure compliance with regulatory and contractual guidelines. This program is not all-inclusive of Empire's STP efforts, but instead defines minimum requirements. Each project is unique and additional areas of training should be included in accordance with local and contractual standards.

### **3.0 APPLICABILITY & ADMINISTRATION**

These policies apply to employees responsible for the administration of the program, as well as to employees who undergo Empire training. Every member of management is required to read and become familiar with the requirements of this policy. This policy is not intended to supersede other company policies but to augment them. Thus, Empire employees are governed also by those policies and remain subject to their content.

The STP Manager shall designate at least one Behind-the-Wheel Trainer for the Company. Empire will provide the majority of driver trainee instruction at its Central Training Facility, however, refresher training may be provided at program locations. Individuals appointed to the following positions must become familiar with this program and proficient in the area(s) of training for which they are responsible, as well as the policy's general application.

- STP Manager
- Program Managers
- Classroom Instructors
- Behind-the-Wheel (BTW) Trainers
- Field Supervisors
- Lead Drivers
- Maintenance Managers

The STP Manager shall be responsible for delivering the program to these individuals and ensuring that they understand their duties and obligations under this program.

#### **4.0 INSTRUCTOR QUALIFICATIONS**

##### **4.1 CLASSROOM INSTRUCTOR**

A Classroom Instructor must have the following qualifications:

- A) License and Certification(s), as applicable to the type of vehicles and/or service being taught.
- B) Certification by the Department of Transportation, Transportation Safety Institute, to deliver the curriculum being taught.
- C) Certification by the National Safety Council to teach the defensive driving course.

##### **4.2 BTW INSTRUCTOR**

Driver trainees shall be instructed and supervised by either a Classroom Instructor, or an Empire certified BTW Trainer. Prior to the driver being released for service, an Empire certified BTW trainer must have delivered the appropriate BTW training and evaluation as specified in this policy. BTW Trainers are those who are trained and certified by the Empire STP Manager to deliver behind-the-wheel training in accordance with the Safety and Training Program.

#### **5.0 DRIVER TRAINEE SELECTION**

Every EMPIRE driver applicant shall be informed that an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) must be turned in along with his/her application. In addition to being a requirement for Empire employees who are enrolled in the DMV Employer Pull-Notice program, the printout provides invaluable information regarding an applicant's driving experience and infractions. The final decision to hire a Driver Trainee, based upon considerations identified by a motor vehicle record, will be made by a member of the senior Management team, however, at a minimum EMPIRE will not employ those whose record displays the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked Drivers License due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
  - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
  - b. Conviction during the preceding seven years of any one of the following:
    - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
    - ✓ an act involving force, violence, threat or intimidation against persons;
    - ✓ an sexual offense;
    - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
    - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
  - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
  - d. Conviction at any time of the following Vehicle Code sections:
    - ✓ 20001 - Hit and Run resulting in injury or death
    - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
    - ✓ 20004 - Hit and Run death – failure to report to police or CHP
    - ✓ 23104 - Reckless driving- causing injury
    - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.



## 6.0 TRAINING AREAS AND TIME REQUIREMENTS

This section is intended to define the curriculum that will be delivered to drivers before they are released for service at Empire. At a minimum, the following subjects will be taught as part of the required driver training.

Subject Area	No CDL and Passenger Endorsement	With CDL and Passenger Endorsement
<b>Classroom Instruction</b>		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/ Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	1 Hour	1 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
<b>Behind the Wheel Instruction</b>		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 – 40 Hours	4 – 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 – 32 Hours
<b>Total Training Hours</b>	<b>69 – 113 Hours</b>	<b>32 – 60 Hours</b>

Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.

## 6.1 CLASSROOM EVALUATION

At a minimum, driver trainees shall be quizzed on each subject taught, and undergo a written examination upon completion of the course. Such testing shall cover critical areas of the subject and course content and reasonably assure that the driver trainee has received adequate instruction to be proficient in these areas. A driver trainee must receive a score of no less than 75 percent on his/her final examination and no less than 75 percent average for all quizzes administered to continue to BTW training. However, any driver trainee receiving a quiz score of less than 75 percent may at the option of the company be allowed to take additional instruction and continue training, rather than be removed. A driver trainee who performs poorly during this process may be removed from training at the discretion of the Classroom Instructor.

## 6.2 BEHIND-THE-WHEEL (BTW) INSTRUCTION

Driver Trainees who successfully complete classroom instruction may continue to BTW training. A driver trainee who does not yet hold a CDL must have in his/her possession a valid and current Interim Commercial License, applicable to the vehicle he/she is being trained in, as well as medical clearance (DL-51a – Medical Card) during all BTW training times. In addition, evidence of a negative pre-employment drug test result must be obtained prior to undertaking BTW Instruction.

BTW instruction shall be organized around the performance requirements of the DMV for certification of commercial drivers. For drivers with existing CDL licensing this will involve:

- ✓ evaluation of performance on each applicable maneuver from Empire's Driver Trainee Performance Appraisal Form with re-training for unsatisfactory or marginal performance on specific maneuvers; and,
- ✓ practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

For new drivers who are being trained to attain CDL requirements the training will involve:

- ✓ specific training on each applicable maneuver from the Empire Trainee Performance Evaluation Form, followed by a performance test on that maneuver and a final exam which tests all maneuvers in one overall examination of the driver's performance level; and,
- ✓ continual reinforcement, throughout the training, of the practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

ROUTE/SERVICE FAMILIARIZATION training is a critical step in the overall process. Conduct of this training will vary depending on the service to which the potential driver

will be assigned but will in no instance be less than the eight hour minimum reflected in the table above, or any higher requirements specified in the client contract to which the driver will be assigned.

## **7.0 ONGOING TRAINING**

Empire considers continued training to be crucial in maintaining safe operations. Accordingly, ongoing training is provided to ensure drivers and other staff members are continually aware of fundamental safety practices, as well as operational changes.

### **7.1 REFRESHER TRAINING**

Empire will conduct an ongoing schedule of refresher training courses. Normally, these are held once a month, schedules permitting, for a minimum period of one (1) hour. To maintain their position at Empire all employees holding a commercial driver's license or driving a non-CDL vehicle on a client contract will be required to attend four annual refresher training sessions. Drivers operating services requiring VTT (Verification of Transit Training) certification will be required to attend eight annual refresher classes. Every staff member is required to participate in the location safety program meetings.

### **7.2 RETRAINING**

An employee who is involved in a Preventable Accident, as defined herein, if allowed to continue employment with Empire shall undergo retraining prior to operating any service vehicle. The subject(s) being re-taught shall be applicable to the nature of the accident, including related subjects. The STP Manager will determine the subject(s) to be taught and the timeframe required in order to ensure the driver is proficient in the area(s) where the failure occurred. Form G shall be used to document driver retraining.

A Preventable Accident is defined as follows: "Any accident that resulted when a driver failed to do everything reasonably possible to avoid it." In any accident, the STP Manager will investigate the circumstances and recommend a preventability determination for approval by a member of the Senior Management Team which is comprised of the President, Chief Operating Officer and Executive Vice President.

## **8.0 MAINTENANCE PERSONNEL**

Maintenance personnel who will be required to operate vehicles on public roads shall be provided with driver training to include; Company Orientation and Policy; Defensive Driving; Hazardous Materials; Bloodborne Pathogens; Sexual Harassment; Body Mechanics; Emergency Procedures and; Drug and Alcohol. In addition these employees are required to have licensing as defined below.

### **8.1 MECHANICS**

Any maintenance person who operates a vehicle, for parking or other purposes, on or off a public roadway, must have a license applicable to the vehicle he/she operates.

Said License shall include endorsement and respect all license restrictions, as prescribed by the Department of Motor Vehicles.

## 8.2 SERVICE WORKERS

Any service worker who operates a vehicle on a public roadway must have a license applicable to the vehicle he/she operates. A service worker who operates vehicles exclusively for the purpose of washing or parking, within a private facility only, must hold, at minimum, a valid and current Drivers License. Service workers shall be trained to safely operate any vehicle he/she may be required to move.

## 9.0 CUSTOMER SERVICE AND COMMUNICATIONS PERSONNEL

Empire Customer Service and Communications employees fall into two classifications; those whose responsibilities are safety-sensitive and those whose are not. Training for these employees is determined by classification.

### 9.1 SAFETY-SENSITIVE

Safety-sensitive employees include Dispatchers and Program Managers who are in a position to control or direct the movement of passenger transport vehicles. These employees are subject to DOT regulated Drug and Alcohol testing and, their positions require them to have a better understanding of operational safety requirements. In addition to standard customer service and phone etiquette training, safety-sensitive personnel shall be provided with driver training to include; Company Orientation and Policy; Hazardous Materials; Blood borne Pathogens; Empathy and People with Special Needs; Sexual Harassment; Body Mechanics; Emergency Procedures; Drug and Alcohol and; Radio Communications.

### 9.2 Non-Safety-Sensitive

Customer service representatives are not safety-sensitive, as they do not direct the movement of passenger transport vehicles. These employees shall be provided with customer service and phone etiquette training, in addition to policy orientation training, as applicable to the position.

## 10.0 SAFETY AND TRAINING RECORDS

Several forms will be used to document new and ongoing training of Empire employees. Training records required to meet CHP inspection requirements will be maintained at the project location. All other training records will be maintained in the employee personnel file. The STP Manager is responsible for the administration of the Safety and Training Program and holds ultimate responsibility for training record organization and accuracy. Therefore, the following original forms used in the process of training employees will be maintained by or forwarded to the STP Manager for review and distribution.

### 10.1 DRIVER TRAINEE PERFORMANCE EVALUATION (BTW Form)

This form is used to evaluate organize behind-the-wheel training instructions and provide a final evaluation of skills. This form is used for Drivers, as well as maintenance personnel whose positions include operating revenue service vehicles.

### 10.2 INDIVIDUAL TRAINING LOG

All Empire personnel shall have training applicable to their position documented on the Individual Training Log. The Log serves as the primary document to evidence any training received. The STP Manager will maintain this document.

## 11.0 SAFETY MANAGEMENT

### 11.1 RENEWAL DATABASE

The STP Manager will maintain a computer database that clearly identifies renewal dates, and other dates of significance (i.e., Driver Evaluations, etc.), for each Empire employee governed by this program. The database will be updated as required, and will be reviewed at least once per month for the purpose of planning for renewals. The STP Manager will communicate necessary renewals and other significant employee information with project managers each month.

### 11.2 SUPERVISION

Each Program Manager shall designate the employees responsible (which may include themselves) for ensuring safe vehicle operations, according to the program. Additional supervision may also be required as part of the local contract. The designated individuals will be responsible for completing ride checks in addition to handling project safety standards discussed in section 12 of this program.

### 11.3 RIDE CHECKS

Using Driver Evaluation form, each program shall perform an observed evaluation for each driver at least once a year. This evaluation allows for an objective critique of the drivers ability, as it relates to vehicle operations (i.e., the specifics of his/her job). The Driver Evaluation also may be used for unobserved ride checks, which should be carried out on a random basis to ensure safe vehicle operations in general.

## 12.0 SAFETY STANDARDS

The following standards have been established by Empire to ensure a common understanding of safe vehicle operation, and minimum criteria with regard to unsafe vehicle operations.

### 12.1 UNSAFE ACTS

Unsafe acts will be determined by the observing supervisor or lead driver and will be documented. The employee shall be issued a citation, advising them of the observed unsafe act. An employee who receives a citation may be subject to disciplinary action, up to and including termination.



# DRIVER TRAINEE PERFORMANCE EVALUATION

Driver Trainee Name: \_\_\_\_\_ Project: \_\_\_\_\_

Date BTW Started: \_\_\_\_\_ Service Type: \_\_\_\_\_

### EVALUATION PROCEDURE

This segment consists of a behind-the-wheel evaluation of driving ability and defensive driving skills. The Driver Trainee starts each day with a maximum score available. Points are deducted each time the student obtains a score of less than 4. The maximum score available may fluctuate, as certain areas may not apply to the training session. For that reason the score is formulated on a percentage basis. Scoring instructions are located on page 4 of this booklet.

### MAXIMUM SCORE AVAILABLE

The MSA is based on an allotted total of 4 points for each item scored. Count the amount of items scored and multiply by 4. This number represents your MSA.

### RATINGS

**1 = Violation      2 = Below Standard      3 = Satisfactory      4 = Good**  
 Note: Violations ratings are only given in the event of a hazardous, unsafe or illegal maneuver. All violation ratings require explanation.

	Date	Instructor	Coach #	Wheel Time	Time		Score	Student Initial
					Daily	Accrual		
1				/			%	
2				/			%	
3				/			%	
4				/			%	
5				/			%	
6				/			%	
7				/			%	
8				/			%	
9				/			%	
10				/			%	

**DRIVER TRAINEES MUST ACHIEVE AN AVERAGE SCORE OF NO LESS THAN 75% BEFORE BEING RELEASED FROM TRAINING.**

**%**

**SUBJECT**

**DAY**

Pre Trip Inspection 1 2 3 4 5 6 7 8 9 10

DVIR Completion										
Pre-Exterior										
Exterior										
Tires/Rims/Lugs										
Passenger Compart.										
Emergency Exits										
Fire Extinguisher										
Operator Compart.										
Recycle W/C/ lift										

**Brakes**

Air Brake Test										
Hydraulic Brake Test										
Hydraulic W/Booster										
Vacuum /Hydraulic										
ABS Operation										

**Transmissions**

Understanding										
Operation										

**Obstacle Course**

Forward Stop		
Gradual Crossover		
Serpentine		
Measured Right turn		

**Steering**

Hand Position										
Smooth Motion										
Other										

**Backing**

Speed Control										
Uses Horn										
Uses Mirrors										
Straight line method										
Weaving method										
Back up Stall										
Parallel parking										

**Acceleration, Braking & Stopping Distance**

Engage P/Brake										
Accelerates smooth										
Maintains speed										
Initial brake depress.										
Stopping distance										
Vehicle in front										
Behind limit line										
Complete Stop										

**Lane use,  
Passing, etc.**

**DAY**

1 2 3 4 5 6 7 8 9 10

Position Centered										
Position 6" from curb										
Position 4' from curb										
Checks mirrors										
Signals in advance										
Signals properly when passing										
Right lane usage										
Merges smoothly										

**Turns**

Choice of lane										
Checks mirror										
Signals in advance										
Proper set up										
Check blind spot										
Square Turn										
Uses hand over hand										
Uses hand to hand										
5mph or less when making right turn										
Monitors tail swing										
Accelerates out of										
Returns hands to 9&3 or 10&2										

**Intersections**

Surveys before entering										
Speed entering										
Covers brakes										
Keeps head & eyes moving										
Ensures intersection is clear										
Obeys sign/signals										
Yields for pedestrians										
Yield Right of Way										

**Freeway Driving**

Observes Signs and Signals										
Checks Mirrors										
Signals properly										
Scans for gap in Traffic										
Speed limit adher.										
On/off Ramp										
Merges smoothly										

**Rural Driving**

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

**Mountain Driving**

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

**Curves & Hills**

Signals properly																				
Checks Traffic																				
Push-pull method																				
Merges smoothly																				
Approaches curve at proper speed																				
Positions vehicle for curve																				
Maintains position in curve																				
Selects proper lane before hill																				
Uses correct gear																				
Slows when approaching crest																				
Proper braking proc. down hills																				

**Night Driving**

Uses High beams Properly																				
Increases following distance																				
Light blinded: Looks to edge of Road																				

**Railroad Crossing**

Mirror Usage																				
Signal Usage																				
Position after stop																				
Uses four ways																				
Looks & Listens																				
Merges into Traffic smoothly																				

**Hostile Weather**

Uses Headlights																				
Uses Wipers																				
Increase following Distance																				
Looks for Hazards																				

**Narrow Streets / Traffic Circles**

Continually checks side clearance																				
Under 15mph on narrow streets																				
Checks for Traffic over Shoulder																				
Merges only when safe to do so																				
Positions vehicle in exit lane early																				
Looks for lost or confused Drivers																				

**Bike Racks**

Knows proper method of use																				
Able to clearly explain rules & proc.																				

**Wheelchair lift operation & securement**

Vehicle position for boarding/deboarding																				
Operation of lift																				
Communicates to passenger																				
Conventional Sec.																				
4 point tie down																				

**Service Stops / Bus Zones**

Correct approach																				
Signal Use																				
Stop 3' before sign																				
6"-12" parallel																				
Engages 4-ways																				
Uses caution with Passengers in zone																				
Monitors tail swing when pulling away																				
Uses door properly																				
Warns Passenger of Hazards																				



Date	Instructor Explanation of Violation rating / Comments	Initial
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**Scoring Instructions:** Input all of the various ratings in their appropriate boxes for the Day/Session in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Transfer percentage to front page for review.

Day/Session #1		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #2		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #3		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #4		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #5		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #6		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #7		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #8		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #9		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

Day/Session #10		Score	Calculation
Total of Below Standard ratings		x 2 =	
Total of Satisfactory ratings		x 3 =	
Total of Good ratings		x 4 =	
<b>Subtotal Score</b>		=	
Total Violation ratings		x-1 =	--
<b>Total</b>		=	
Maximum Score Available	<input type="text"/>	=	<input type="text"/> %

# ROUTE TRAINING

DATE	ROUTE	RUN/SHIFT#	*CHECK IF IN SERVICE	TRAINER
------	-------	------------	-------------------------	---------

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

\* Driver Trainee must be signed-off, licensed with applicable endorsements before driving any vehicles in revenue service!

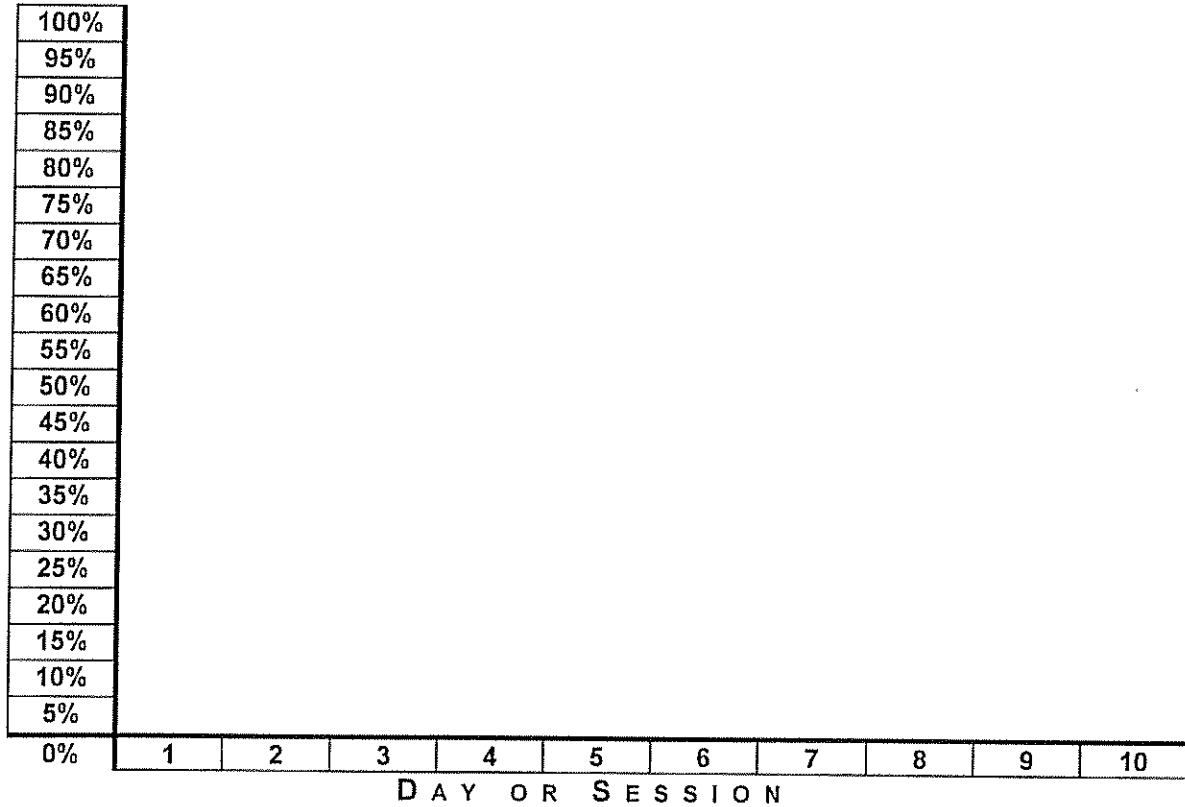
Note: In revenue service is defined as a vehicle in operation with passengers for fare.

## COMMENTS

Route knowledge

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

# DRIVER TRAINEE PROGRESS CHART



This chart is used to measure improvement on a progressive level for each Driver Trainee. Using a red ink pen, draw a straight line from preceding percentage scored to current percentage scored. The numbers below the chart represent the current session or day of training in question. If on first day or session, start line at the percentage reached that day on column #1.





## BUS DRIVER EVALUATION

Driver Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_  
 Vehicle Number: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_  
 Evaluator Name: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

Input one of the following scores in each applicable Box. After, refer to reverse side for scoring instructions. Operator must achieve a score of not less than 75 %. 4 = Good 3 = Satisfactory 2 = Below Standard -1 = Violation / Retraining Required <b>Exceptions: A score of less than 3 in E, G, or N is cause for immediate failure of the review.</b>	<b>ANY CHECKS BELOW WILL RESULT IN IMMEDIATE FAILURE OF REVIEW:</b> <input type="checkbox"/> Did not follow backing procedure. <input type="checkbox"/> Failure to have valid Driver's license, DL 51(a) and required cert. <input type="checkbox"/> Improper Body Mechanics when securing mobility device.  <b>SCORE ACHIEVED:</b> Check one of the following after completing reverse side GOOD = scored between 90% and 100% SATISFACTORY = scored between 75% and 90% BELOW STANDARD = scored below 75% - Operator requires retraining. VIOLATION = score does not apply and operator requires retraining.
--	---

PRE-TRIP INSPECTION	Score:	%	RIDE CHECK	Score:	%	WHEELCHAIR CHECK	Score:	%
A. Exterior Lights		<input type="checkbox"/>	1. Uses seat belt at all times		<input type="checkbox"/>	I. Stops proper distance from curb		<input type="checkbox"/>
B. Fluid Levels		<input type="checkbox"/>	2. Releases emergency parking brake		<input type="checkbox"/>	II. Engages emergency brake, lift switch		<input type="checkbox"/>
C. Belts and Hoses		<input type="checkbox"/>	3. Two hand grip on steering wheel		<input type="checkbox"/>	III. Proper use of lift cover		<input type="checkbox"/>
D. Fluid Leaks		<input type="checkbox"/>	4. Checks mirrors every 5-8 seconds		<input type="checkbox"/>	IV. Proper use of lap restraint		<input type="checkbox"/>
E. Tires/Wheels/Lugs/Rims		<input type="checkbox"/>	5. Accelerates smoothly		<input type="checkbox"/>	V. Applies brakes of wheelchair while on lift and turns off power on electric powered devices		<input type="checkbox"/>
F. Springs/Shocks (if applicable)		<input type="checkbox"/>	6. Consistently aware of changing road conditions		<input type="checkbox"/>	VI. Applies brakes of wheelchair while on bus and turns off power on electric powered devices		<input type="checkbox"/>
G. Brakes/Drums/Linings		<input type="checkbox"/>	7. Adequate self-confidence in driving		<input type="checkbox"/>	VII. Proper tie-down, including kneeling to install tie-downs (failure to properly secure is a violation)		<input type="checkbox"/>
H. Doors and Mirrors		<input type="checkbox"/>	8. Follows proper radio procedure.		<input type="checkbox"/>	VIII. Folds/unfolds lift properly (including proper standing position)		<input type="checkbox"/>
I. Emergency Reflectors		<input type="checkbox"/>	9. Drives right of roadway whenever possible		<input type="checkbox"/>	IX. Raises/lowers lift properly		<input type="checkbox"/>
J. Fuel Tanks		<input type="checkbox"/>	10. Follows proper railroad crossing procedures		<input type="checkbox"/>	X. Demonstration of manual lift use		<input type="checkbox"/>
K. Air/Electrical Lines, Connectors		<input type="checkbox"/>	11. Makes proper turns		<input type="checkbox"/>			
L. Horn		<input type="checkbox"/>	12. Makes turns at 5mph or less		<input type="checkbox"/>			
M. First Aid Kit		<input type="checkbox"/>	13. Maintains proper speed and following distance		<input type="checkbox"/>			
N. Brake Systems (checks)		<input type="checkbox"/>	14. Approaches traffic signals ready to stop		<input type="checkbox"/>			
O. Gauges		<input type="checkbox"/>	15. Uses turn signals and flashers correctly		<input type="checkbox"/>			
P. Heater/Defroster/AC		<input type="checkbox"/>	16. Comes to full stop		<input type="checkbox"/>			
Q. Windows/Windshield/Wipers		<input type="checkbox"/>	17. Correct position after stopping		<input type="checkbox"/>			
R. Panel Lights		<input type="checkbox"/>	18. Checks traffic before moving after stopping		<input type="checkbox"/>			
<b>ADDITIONAL ITEMS FOR BUSES</b>			19. Uses flashers when boarding/deboarding		<input type="checkbox"/>			
A. Fire extinguisher (if required)		<input type="checkbox"/>	20. Correct position in bus zones (parallel)		<input type="checkbox"/>			
B. Passenger entry doors		<input type="checkbox"/>	21. Stops vehicle proper distance from curb		<input type="checkbox"/>			
C. Emergency Exits		<input type="checkbox"/>	22. Brakes are engaged while loading or unloading		<input type="checkbox"/>			
D. Seats/Stanchions/W.C. Lift		<input type="checkbox"/>	23. Checks passengers before moving vehicle		<input type="checkbox"/>			
E. General interior		<input type="checkbox"/>	24. Opens door after coming to a complete stop		<input type="checkbox"/>			
F. Wheelchair lift cycle		<input type="checkbox"/>	25. Signals traffic in advance when pulling out		<input type="checkbox"/>			
G. W/C Securement devices/restraints		<input type="checkbox"/>	26. Stops the vehicle smoothly		<input type="checkbox"/>			
H. Interlock devices		<input type="checkbox"/>	27. Announces major intersection and transfer points		<input type="checkbox"/>			
			28. Greets passengers correctly during boarding		<input type="checkbox"/>			
			29. Collects proper fare/counts passengers correctly		<input type="checkbox"/>			

Examiner's Remarks: \_\_\_\_\_

Driver's Comments: \_\_\_\_\_

Driver's Signature: \_\_\_\_\_

Distribution: Orig. - Location File; xc - Employee



## Unsafe Act Citation

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

The company has the right to terminate your employment immediately if you have been involved in an unsafe act. In this case we have determined that your actions would not result in immediate termination and instead you are being issued this citation as a warning that you are in violation of the Empire Safety and Training Program policy, as described in Section 12.1 – Unsafe Acts.

This is your \_\_\_\_\_ warning of violation.

State the date and nature of prior warnings, if applicable.

1. \_\_\_\_\_
2. \_\_\_\_\_

As a reminder, further violations may warrant disciplinary action, up to and including termination.

Description of Unsafe Act: \_\_\_\_\_  
\_\_\_\_\_

Observing Supervisor: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You are urged to act upon this information by correcting any/all behavior related to the nature of this citation.

Employee Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:           Original to Employee Personnel File           Copy to Location Training File and Employee



## Retraining Document

*Complete this section and provide copy to employee*

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

You are scheduled to receive additional training on \_\_\_\_\_ as a result of:

Preventable Accident       Failed Evaluation       Unsafe Act

You are required to report to (circle one) your project instructor / Central Training at \_\_\_\_\_ (time) on the above date. Failure to attend may result in further disciplinary action, up to and including termination.

*Complete this section during and following completion of employee re-training*

Subject(s) covered: \_\_\_\_\_

Time spent in Class: \_\_\_\_\_ Time spent Behind-the-wheel: \_\_\_\_\_

Instructor Comments: \_\_\_\_\_

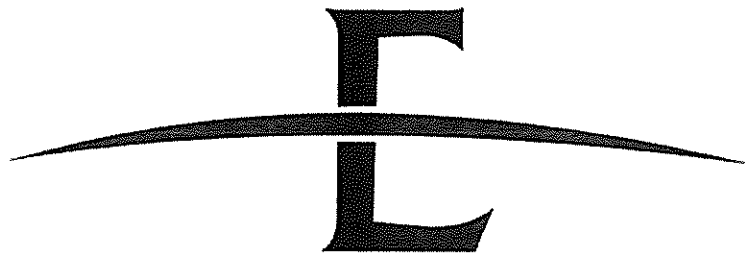
Instructor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:      Original to Employee Personnel File  
                         Copy to Location Training File and Employee



**System Security and Emergency  
Preparedness Plan  
(SSEPP)**



**EMPIRE**  
TRANSPORTATION, INC.

## Glossary of Terms

- Emergency:** A situation which is life threatening to passengers, employees, or other interested citizens or which causes damage to any transit vehicle or facility or results in the significant theft of services and reduces the ability of the system to fulfill its mission.
- Fatality:** A transit-caused death that occurs within 30 days of the transit incident.
- Injury:** Any physical damage or harm to a person that requires immediate medical attention and hospitalization.
- Safety:** Freedom from danger.
- Security:** Freedom from intentional danger
- Security breach:** An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.
- Security incident:** An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but may result in minor loss of revenue.
- Security threat:** Any source that may result in a security breach, such as vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.
- System:** A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training) which are integrated to perform a specific operational function in a specific environment.
- System security:** The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.
- System security management:** An element of management that defines the system security requirements and ensures the planning, implementation, and accomplishments of system security tasks and activities.

**System security program:**

The combined tasks and activities of system security management and system security analysis that enhance operational effectiveness by satisfying the security requirements in a timely and cost-effective manner through all phases of a system life cycle.

**Threat:**

Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.

**Threat analysis:**

A systematic analysis of a system operation performed to identify threats and make recommendations for their elimination or mitigation during all revenue and non-revenue operation.

**Threat probability:**

The probability a threat will occur during the plan's life. Threat probability may be expressed in quantitative or qualitative terms. An example of a threat-probability ranking system is as follows: (a) frequent, (b) probable, (c) occasional, (d) remote, (e) improbable, and (f) impossible.

**Threat resolution:**

The analysis and subsequent action taken to reduce the risks associated with an identified threat to the lowest practical level.

**Threat severity:**

A qualitative measure of the worst possible consequences of a specific threat:

- ☛ **Category 1 - Catastrophic.** May cause death or loss of a significant component of the transit system, or significant financial loss.
- ☛ **Category 2 - Critical.** May cause severe injury, severe illness, major transit system damage, or major financial loss.
- ☛ **Category 3 - Marginal.** May cause minor injury or transit system damage, or financial loss.
- ☛ **Category 4 - Negligible.** Will not result in injury, system damage, or financial loss.

**Unsafe condition or act:**

Any condition or act that endangers life or property.

**Vulnerability:**

Characteristics of passengers, employees, vehicles, and/or facilities that increase the probability of a security breach.

## Background

The terrible tragedy of September 11, combined with nation's continuing war on terrorism, has created a heightened threat environment for public transportation. In this new environment, the vulnerabilities of public agencies and the communities they serve to acts of terrorism and extreme violence have greatly increased. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, Empire Transportation, Inc. has developed this System Security and Emergency Preparedness (SSEP) Program Plan. This SSEP Program Plan outlines the process to be used by our company to assist our transit clients in making informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, we hope to achieve not only an effective physical security program, but also to enhance our coordination with our transit agency clients and local and regional law enforcement agencies. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies.

In order to be effective, the activities documented in this SSEP Program Plan focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

### → Goals

The SSEP Program provides our company with a security and emergency preparedness capability that will:

- ⇒ Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of personnel; the procurement and maintenance of equipment; the development policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies
- ⇒ Promote analysis tools and methodologies to encourage safe system operation through the identification, evaluation and resolution of threats and vulnerabilities, and the on-going assessment of our capabilities and readiness

- ⇒ Create a culture that supports employee safety and security and safe system operation (during normal and emergency conditions) through motivated compliance with rules and procedures and the appropriate use and operation of equipment

### → Objectives

In this new environment, every threat cannot be identified and resolved, but we can take steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, our SSEP Program has five objectives:

- ⇒ Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized companies around the nation.
- ⇒ Increase and strengthen community involvement and participation in the safety and security of our system.
- ⇒ Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities.
- ⇒ Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues.

## Philosophy

Empire Transportation, Inc. hopes to ensure that, if confronted with a security event or major emergency, our personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all personnel to identify security threats and vulnerabilities associated with our operations, and to develop controls to eliminate or minimize them. The SSEP Program also requires process for:

- ⇒ Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations, and
- ⇒ Identifying a process for integrating our resources and capabilities into the community response effort to support management of a major event affecting the community.

Empire management expects all employees, especially those working directly with passengers, to support the SSEP Program.

## **Division of Responsibilities**

### **All Personnel**

All Empire employees must understand and adopt their specific roles and responsibilities, as identified in the SSEP Program, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEP Program, all personnel must participate by:

- ⇒ Immediately reporting all suspicious activity, no matter how insignificant it may seem, to their immediate manager or dispatcher;
- ⇒ Immediately reporting all security incidents
- ⇒ Using proper judgment when managing disruptive passengers and potentially volatile situations
- ⇒ Participation in all security and emergency preparedness training, including drills and exercises
- ⇒ Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity
- ⇒ Accurately completing all appropriate reports.

### **Chief Operating Officer**

After insuring coordination with our clients, the Chief Operating Officer (COO) has the overall authority to develop and execute the company's SSEP Program. Ultimate accountability for implementation of the SSEP Program rests with the COO. In addition, the COO is responsible for the following specific activities:

- ⇒ Ensuring that sufficient resources and attention are devoted to the SSEP Program, including:
  - Development of standard operating procedures related to employee security duties;
  - Development and enforcement of safety and security regulations;
  - Development emergency operating procedures to maximize transit system response effectiveness and minimizing system interruptions during emergencies and security incidents;
  - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies.
- ⇒ Development of an effective notification and reporting system for security incidents and emergencies.
- ⇒ Designating a Point of Contact (POC) to manage the SSEP Program for each client agency.
- ⇒ Communicating security and emergency preparedness as top priorities to all employees.

- ⇒ Developing relations with outside organizations that contribute to the SEPP Program, including local public safety and emergency planning agencies.

### **SSEP Program Points of Contact (POC)**

To ensure coordinated development and implementation of the SSEP Program, the COO has designated each Program Manager as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEP Program. Each POC, who reports directly to the COO for SSEP purposes, has been granted the authority to utilize resources to develop the SSEP Program and Plan, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The POC has the responsibility for overseeing the SEPP Program on a daily basis. The POC will be the direct liaison with their operators and dispatchers, regarding the Program. The POC will also serve as the Empire's primary contact with their client agencies and associated public safety authorities. To the extent that liaison is necessary with state and federal agencies, the COO will serve as the lead liaison for the company.

In managing this Program, the POC will:

- ⇒ Be responsible for successfully administering the SSEP Program and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives.
- ⇒ Review current project safety, security and emergency policies, procedures, and plans, and identifying needed improvements.
- ⇒ Develop and implement plans for addressing identified improvements.
- ⇒ Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees.
- ⇒ Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness.
- ⇒ Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness.
- ⇒ Ensure performance of at least one emergency exercise annually.

## Supervisors

Supervisors are responsible for communicating the company's security policies to all employees. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to operations personnel in a manner that encourages them to incorporate SSEP practices into their everyday work. The specific responsibilities of supervisors include the following.

- ⇒ Having full knowledge of all standard and emergency operating procedures.
- ⇒ Ensuring that drivers make security and emergency preparedness a primary concern when on the job.
- ⇒ Cooperating fully with the SSEP Program regarding any accident investigations as well as listening and acting upon any security concerns raised by the drivers.
- ⇒ Immediately reporting security concerns to the POC.

In addition, when supporting response to an incident, supervisors are expected to:

- ⇒ Provide leadership and direction to employees during security incidents;
- ⇒ Handle minor non-threatening rule violations;
- ⇒ Defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Make decisions regarding the continuance of operations;
- ⇒ Respond to fare disputes and service complaints;
- ⇒ Respond to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance;
- ⇒ Complete necessary security related reports;
- ⇒ Take photographs of damage and injuries; and
- ⇒ Coordinate with all outside agencies at incident scenes.

## Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- ⇒ Take charge of a security incident scene until the arrival of supervisory or emergency personnel;
- ⇒ Collect fares in accordance with company policy (if applicable);
- ⇒ Attempt to handle minor non-threatening rule violations;
- ⇒ Respond verbally to complaints;
- ⇒ Attempt to defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Maintain control of the vehicle;
- ⇒ Report all security incidents to company dispatch;
- ⇒ Complete all necessary security related reports; and



- ⇒ Support community emergency response activities as directed by company policies and procedures.

### **Other Personnel**

Other personnel supporting our operations also have responsibilities for the SSEP Program.

**Dispatchers** are expected to:

- ⇒ Receive calls for assistance
- ⇒ Dispatch supervisors and emergency response personnel
- ⇒ Coordinate with law enforcement and emergency medical service communications centers
- ⇒ Notify supervisory and management staff of serious incidents
- ⇒ Establish on-scene communication
- ⇒ Complete any required security related reports
- ⇒ Provide direction to on-scene personnel

**Mechanics** are expected to:

- ⇒ Report vandalism
- ⇒ Report threats and vulnerabilities of vehicle storage facilities
- ⇒ Provide priority response to safety and security critical items such as lighting
- ⇒ Maintain facility alarm systems

## **Threat and Vulnerability Identification**

The primary method used by our operations to identify the threats to our transit systems and the vulnerabilities of the system is the collection of incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors.

Information resources include the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
  - Crimes against persons
  - Crimes against property
  - General incidents
- Disposition of incidents (same as disposition of call for service)

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency - To ensure that employees know how and when to use security equipment
- System effectiveness - To evaluate security by employing security system exercises.

## Evaluation

The SSEPP is a “living document” and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate Empire personnel to constantly evaluate the effectiveness of the SSEPP as well as implementation. The SSEPP POC’s will work with their respective clients to ensure that the SSEPP is evaluated for effectiveness on at least an annual basis. The tools and checklists that follow will provide the basis for conduct of these regular evaluations.

## Points of Emphasis

1. *Awareness* - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. *Communication* - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. *Screening* - Develop and implement systems for identifying and controlling visitor access to the building.
4. *Inspection* - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. *Procedures* - Instruct all personnel, particularly telephone switchboard or reception personnel or Call Center personnel, on what to do if a bomb threat is received.
6. *Surveillance* - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. *Lighting* - Make sure that all of the facility's access points are well-lit.
8. *Systems Awareness* - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.
9. *Local Authorities* - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. *Contingency* - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

## System Security Considerations

- ☑ Security Plan established, which addresses all operations modes and contracted services
- ☑ System security responsibilities and duties established
- ☑ Personal safety awareness/education programs for passengers and employees and community outreach
- ☑ Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
- ☑ Contingency SOPs developed; drills and table-top exercises conducted for extraordinary circumstances, including – terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot / Domestic unrest; Catastrophic natural events; and System-wide communications failure
- ☑ Planning, coordination, training and mutual aid agreements with external agencies (state, local police, MTA, etc.)
- ☑ Security SOPs reviewed on a regular basis and updates made as needed to Security Plan
- ☑ Security equipment installed, inspected, and maintained to monitor trespass activities
- ☑ Data collection established for all security issues / incidents; analysis performed and recommendations made; document control established, including follow-up
- ☑ Security risk/vulnerability assessments conducted, documented and reviewed
- ☑ Contingency plans for loss of electrical power and radio or phone communications
- ☑ Standard Operating Procedures for critical incident command, control, and service continuation/ restoration
- ☑ Security training provided to all staff levels (from front-line "eyes and ears" concept to professional level security training)
- ☑ Background checks on employees and contractors (where applicable)
- ☑ Regular assessments of employee security proficiencies conducted
- ☑ Employees issued quick reference guidelines for security situations
- ☑ Emergency contacts list developed / current / and responsibilities for call-outs identified
- ☑ Visitor, deliveries and contractor facility access procedures developed / visible identification required
- ☑ Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
- ☑ Agency employees identifiable by visible identification and/or uniform
- ☑ Policy and procedures in place for facilities key control.

## **SUMMARY**

As a transit service contractor, we have a supporting role in the development of an effective SSEPP. The primary responsibility is with our government agency clients. As a result our success will be mixed; some of our clients will ignore the threats which will make our efforts more difficult and less successful. Some of our clients will try to develop plans without our involvement which will make their success less likely. Some of our clients will embrace this effort and welcome your participation which will make the effort the most effective. Our job is to make the effort in every case.

**Appendix A Vehicle Safety Program Implications**

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
1	MANAGEMENT COMMITMENT	<ul style="list-style-type: none"> <li>➤ Safety Policy Statement</li> </ul>	<ul style="list-style-type: none"> <li>✓ MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM</li> </ul>
2	COMPLIANCE RESPONSIBILITIES	<ul style="list-style-type: none"> <li>➤ Chief Operating Officer</li> <li>➤ Drivers, mechanics and others operating agency vehicles (and volunteers)</li> <li>➤ Vehicle Accident Prevention (VAP) Committee</li> <li>➤ Safety incentive program(s)</li> </ul>	<ul style="list-style-type: none"> <li>✓ EXPANDED TO ADDRESS SSEP PROGRAM</li> <li>✓ CREATION OF SSEP PROGRAM POINT OF CONTACT (POC)</li> </ul>
3	DRIVERS – INITIAL HIRE	<ul style="list-style-type: none"> <li>➤ Qualifications</li> <li>➤ Initial Training</li> <li>➤ Application</li> <li>➤ Interviews</li> <li>➤ Physical Requirements</li> <li>➤ Age</li> <li>➤ Knowledge of English</li> <li>➤ Driver Licensing</li> <li>➤ Operating Skills</li> <li>➤ Criminal Record Checks</li> <li>➤ Ability to perform simple math</li> <li>➤ Reasonable knowledge of the service area and ability to read basic maps</li> <li>➤ A road test given by a designated Agency Supervisor is required</li> <li>➤ A written driving skills test is required</li> </ul>	<ul style="list-style-type: none"> <li>✓ COMMITMENT TO ADDRESS SSEP ISSUES IN HIRING</li> </ul>
	QUALIFICATIONS		<ul style="list-style-type: none"> <li>✓ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY, SECURITY AND EMERGENCY PROCEDURES</li> </ul>

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	DRIVER INITIAL TRAINING	<ul style="list-style-type: none"> <li>➤ Agency Policies and Procedures</li> <li>➤ Federal and State Guidelines and Regulations</li> <li>➤ Pre and Post Trip Inspections</li> <li>➤ Vehicle Familiarization</li> <li>➤ Basic Operations and Maneuvering</li> <li>➤ Special Driving Conditions</li> <li>➤ Backing</li> <li>➤ Bad Weather</li> <li>➤ Boarding and Alighting Passengers</li> <li>➤ Defensive Driving Course (DDC)</li> <li>➤ Passenger Assistance Training – DRIVE Training</li> <li>➤ On Road</li> </ul>	<ul style="list-style-type: none"> <li>✓ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE AND POST TRIP INSPECTIONS</li> </ul>
4	DRIVERS – ONGOING SUPERVISION AND TRAINING	<ul style="list-style-type: none"> <li>➤ Training - refresher/retraining</li> <li>➤ Evaluation and supervision</li> <li>➤ Motor vehicle record checks</li> <li>➤ Annual physical examination</li> <li>➤ Safety meetings</li> <li>➤ Seat-belt usage</li> <li>➤ Discipline/recognition</li> <li>➤ Preventable accidents/injuries</li> </ul>	<ul style="list-style-type: none"> <li>➤ ADDITIONAL REFERESHER TRAINING AND "PROFICIENCY TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES</li> <li>✓ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION</li> </ul>

5	<p style="text-align: center;"><b>EMERGENCY DRIVING PROCEDURES</b></p>	<ul style="list-style-type: none"> <li>➤ Emergency driving procedures</li> <li>➤ Accident causes <ul style="list-style-type: none"> <li>○ Slippery road surfaces</li> <li>○ Driving at night</li> <li>○ Driving through water</li> <li>○ Winter driving</li> <li>○ Driving in very hot weather</li> </ul> </li> <li>➤ Vehicle breakdowns and unavoidable stops</li> <li>➤ Vehicle fire/evacuation</li> <li>➤ Hold up/robbery</li> <li>➤ Natural disasters <ul style="list-style-type: none"> <li>○ Tornado</li> <li>○ Flood procedures - vehicle</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS</li> <li>➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY RESPONSE TO A MAJOR EVENT OR EMERGENCY</li> <li>➤ EMERGENCY TRAINING AND EXERCISING</li> </ul>
6	<p style="text-align: center;"><b>PASSENGER SAFETY</b></p>	<ul style="list-style-type: none"> <li>➤ General guidelines</li> <li>➤ Seat-belts</li> <li>➤ Child safety seats</li> <li>➤ Mobility device securement and passenger restraint systems</li> <li>➤ Difficult passengers</li> <li>➤ Medical condition</li> <li>➤ First aid</li> <li>➤ Bloodborne pathogens/infection control</li> </ul>	<ul style="list-style-type: none"> <li>✓ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS</li> <li>✓ CLARIFICATIONS REGARDING FIRST AID AND BLOODBORNE PATHOGENS/INFECTION CONTROL</li> </ul>

<p>7</p>	<p><b>VEHICLES &amp; EQUIPMENT</b></p>	<ul style="list-style-type: none"> <li>➤ Vehicles &amp; equipment</li> <li>➤ Preventive maintenance</li> <li>➤ Program development</li> <li>➤ Preventive maintenance needs</li> <li>➤ Preventive maintenance program</li> <li>➤ Format for preventive maintenance program for transit vehicles</li> <li>➤ Master vehicle service and repair record – maintenance history</li> <li>➤ Preventive maintenance intervals <ul style="list-style-type: none"> <li>○ A Level Inspection</li> <li>○ B Level Inspection</li> <li>○ C Level Inspection</li> </ul> </li> <li>➤ Pre &amp; post trip inspections</li> <li>➤ Emergency equipment on vehicles and usage</li> <li>➤ Use of emergency equipment on vehicles</li> <li>➤ Vehicle procurement <ul style="list-style-type: none"> <li>○ Exterior</li> <li>○ Visibility</li> <li>○ Interior</li> </ul> </li> <li>➤ Vehicle security</li> <li>➤ Vehicle safety in and around the shop or yard</li> </ul>	<ul style="list-style-type: none"> <li>✓ EXPANSION OF VEHICLE SECURITY PROCEDURES</li> <li>✓ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING</li> <li>➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY</li> </ul>
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8	<p style="text-align: center;"><b>ACCIDENT MANAGEMENT</b></p>	<ul style="list-style-type: none"> <li>➤ Accident documentation packet</li> <li>➤ Accident notification procedures – driver responsibility</li> <li>➤ Accident investigation – management responsibility</li> <li>➤ Accident investigation kit</li> <li>➤ Reconstruction &amp; analysis</li> <li>➤ Drug and alcohol tests</li> <li>➤ Media relations and crises communication after an accident</li> </ul>	<ul style="list-style-type: none"> <li>✓ <b>ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY</b></li> <li>➤ <b>ADDITIONAL TOOLS FOR MEDIA RELATIONS</b></li> </ul>
9	<p style="text-align: center;"><b>INSURANCE CLAIMS AND LITIGATION MANAGEMENT</b></p>	<ul style="list-style-type: none"> <li>➤ Dealing with adjusters</li> <li>➤ Dealing with attorneys – ours/theirs</li> </ul>	<ul style="list-style-type: none"> <li>➤ <b>ADDITIONAL CONSIDERATIONS FOR COVERAGE</b></li> </ul>
10	<p style="text-align: center;"><b>DAY TO DAY OPERATIONS – MONITORING FOR SAFETY</b></p>	<ul style="list-style-type: none"> <li>➤ Record keeping</li> <li>➤ Keeping informed <ul style="list-style-type: none"> <li>○ Websites</li> <li>○ Publications</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>➤ <b>ADDITIONAL REPORTS FOR SECURITY-RELATED INCIDENTS</b></li> </ul>

## Appendix B Bomb Threat Procedures

### Bomb Threat Procedures

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

### Steps to Be Considered

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Use of other disaster or emergency procedures do not address all the issues raised by a bomb threat.

For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely reoccupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with the following steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

### Step 1: Threat Reception

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.

The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, which is included on the Bomb Threat Checklist which should be available to all personnel whose regular job is phone intake.

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians.

## **Step 2: Threat Evaluation**

Two basic descriptions of threats can be identified:

Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."

Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

Notify law enforcement (whether internal transit police and/or security or local law enforcement)

Notify management personnel

Initiate the search procedure

Search before evacuation of personnel (employee search)

Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

Radio communication cannot be used (it may detonate the device)

The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more

effectively during the search. A system that utilizes the employees – after evacuations have been ordered – should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
- A prevailing threat of terrorist activity is high

### **Step 3: Search Procedure**

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A printed facility schematic should be identified for each major transit facility. Wherever possible, the facility should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. The facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be “crossed off” the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be in a level that relates to the perceived threat level:

An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.

The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

Outside Facility Areas	Inside Facility
<ul style="list-style-type: none"> <li>Trash cans</li> <li>Dumpsters</li> <li>Mailboxes</li> <li>Bushes</li> <li>Street drainage systems</li> <li>Storage areas</li> <li>Parked cars</li> <li>Shrubbery</li> <li>Newspaper Stands</li> </ul>	<ul style="list-style-type: none"> <li>Ceilings with removable panels</li> <li>Overhead nooks</li> <li>Areas behind artwork, sculptures and benches</li> <li>Recently repaired/patched segments of walls, floors, or ceilings</li> <li>Elevator shafts</li> <li>Restrooms</li> <li>Behind access doors</li> <li>In crawl spaces</li> <li>Behind electrical fixtures</li> <li>In storage areas and utility rooms</li> <li>Trash receptacles</li> <li>Mail rooms</li> <li>Fire hose racks</li> </ul>

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes to immediately bring their vehicles to a safe location, unload passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

#### Step 4: Locating an Unidentified Suspicious Package

If an unidentified or suspicious object is found, all personnel should be instructed (1) to leave the object in place DO NOT MOVE IT and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)

Assignment of someone familiar with the building and the area where the object is located to meet the police/bomb team/fire fighter personnel on their arrival (in the event that they have been called)

Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

Improvised Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:

Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable).

Falling structural material.

Flying debris (especially glass).

Asphyxiation (lack of oxygen).

Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave).

Bomb fragments.

Burns from incendiary devices or fires resulting from blast damage.

Inhalation of toxic fumes resulting from fires.

The following are four general rules to follow to avoid injury from an IED:

Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion

Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation

Keep away from glass windows and materials that could become flying debris

Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized

### **Step 5: Evacuation Procedure**

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
- Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

#### **Step 6: Re-Occupation of Station/Facility**

Re-occupation of the building is a decision that must be made by an appropriate management or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

#### **Step 7: Training**

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

#### **Conclusion**

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

## Bomb Threats

**By Phone** – If you receive a bomb threat by phone you should

- Stay Calm
- Activate phone recording if available
- Listen carefully, take notes of exact words
- Keep the caller talking

**Get as much of the following information as possible.** It is likely the caller will not give the specifics, but engaging in conversation with the person may cause the caller to reveal things. If possible signal a supervisor, write a note or have a hand signal that will be recognized, in the office to call the police while you're on the line and notify them of what is occurring.

**Also listen carefully and take note of any of the following:** You are looking for hints about who the person is, where they were when they made the call. If you see caller id write that down immediately.

**By Mail** –

- Place all papers and envelopes with the threat in a bag or large envelope (clear plastic preferable). Pick it up at the edge.
- Do not handle the letter or envelope unnecessarily. It may contain fingerprints that can be used for evidence. And do not allow anyone else to touch unless senior management authorizes it.
- Preserve the document for the police and fire departments.

**After the threat has been received. (By phone or mail)**

- Contact the emergency response units. (911)
- Notify the senior manager on site.

The senior manager will determine if the building should be evacuated, and take control of management of the situation.

**Do not share everything with everyone.** Go immediately to the supervisor or project manager to give them the information. Do not share it with the coworkers around you as you may cause unnecessary panic.



## Bomb Threat Checklist

Exact time and date of call:

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Exact words of caller:

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### Voice

- Loud
- High Pitched
- Raspy
- Intoxicated
- Soft
- Deep
- Pleasant
- Other
- Raspy
- High Pitched
- Loud

### Accent

- Local
- Foreign
- Race
- Not Local
- Region
- Local
- Foreign
- Race
- Not Local
- Region

### Manner

- Calm
- Rational
- Coherent
- Deliberate
- Righteous
- Angry
- Irrational
- Incoherent
- Emotional
- Laughing

### Background Noise

- Factory Machines
- Bedlam
- Music
- Office Machines
- Mixed
- Street Traffic
- Trains
- Animals
- Quiet
- Voices
- Airplanes
- Party Atmosphere

### Language

- Excellent
- Fair
- Foul
- Good
- Poor
- Other
- Pleasant
- Other
- Raspy

### Speech

- Fast
- Distinct
- Stutter
- Slurred
- Slow
- Distorted
- Nasal
- Lisp
- Other

### Familiarity with Threatened Facility

- Much
- Some
- None

### Questions to Ask the Caller

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

### Observations

If the voice is familiar, whom did it sound like?

Were there any background noises?

Telephone number call received at:

Person receiving call:

Additional Comments:

## Appendix C Reporting Criminal Activity

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify dispatch, if you are driving a vehicle, or your supervisor, if you are at a facility. If directed by dispatch or the supervisor, contact local police. Report as much information as possible including:

Activity: What is happening? (Use plain language. Avoid assumptions. Stay with facts.)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is "moving," describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

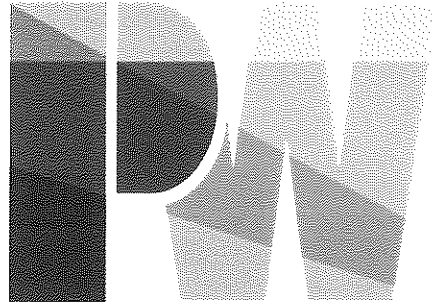
- Color
- Year
- Make
- Model
- License

**DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.**

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

*Document to be used in training of drivers, dispatch personnel.*

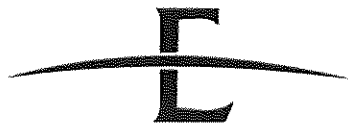
**PROPOSAL  
FOR**



*Public Works*

LOS ANGELES COUNTY

**Proposal submitted by:**



**EMPIRE**  
TRANSPORTATION, INC.

**REDACTED**

**East Los Angeles Dial-A-Ride Service  
(BRC0000268)**

**March 29, 2022**

## Table of Contents



<b>Letter of Transmittal</b>		
<b>Required Forms</b>		
<b>PW-2.1-2.7</b>	<b>Schedule of Prices</b>	
<b>PW-8.1</b>	<b>List of Subcontractors</b>	
<b>PW-9</b>	<b>Firm/Organization Information</b>	
<b>PW-9.1</b>	<b>NOT APPLICABLE – NOT SUBMITTED</b>	
<b>PW-10.1</b>	<b>GAIN and GROW Employment Commitment</b>	
<b>PW-11.1</b>	<b>NOT APPLICABLE - NOT SUBMITTED</b>	
<b>PW-17.1</b>	<b>Zero Tolerance Human Trafficking Policy Certification</b>	
<b>PW-18.1</b>	<b>Bidder’s Compliance with the Minimum Requirements of IFB</b>	
<b>PW-19.1</b>	<b>Statement of Equipment Form- Supplemental</b>	
<b>PW-20.1</b>	<b>Displaced Transit Employee Declaration</b>	
<b>PW-21.1</b>	<b>Compliance with Fair Chance Employment Hiring Practices Certification - Supplemental</b>	
<b>PW-22.1</b>	<b>Covid-19 Vaccination Cert. of Compliance</b>	
<b>LW-2.1</b>	<b>Living Wage Program</b>	
<b>LW-4.1</b>	<b>Acknowledgement and Statement of Compliance for Living Wage Ordinance</b>	
<b>LW-8.1-8.6</b>	<b>Proposer’s Staffing Plan &amp; Cost Methodology</b>	
<b>Appendix</b>		
	<b>2022, 2021 &amp; 2020 CHP Inspections</b>	



March 29, 2022

Eric Fong  
Los Angeles County Department of Public Works  
Administrative Services Division – 9<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

***Re: Proposal – East Los Angeles Dial-A-Ride - (BRC0000268)***

Dear Mr. Fong:

Thank you for the opportunity to present a proposal for the East Los Angeles Dial-A-Ride Service. We have successfully provided shuttle services the Department of Public Works for the East Los Angeles area since 2014. We have established rewarding professional relationships with the Department of Public Works, County of Los Angeles, AltaMed and the City of Bellflower, among other customers, by providing the best service with emphasis in quality of care and efficiency.

We understand this procurement process is price driven. As you will see, we are providing a competitive price that will allow us to continue to provide safe, customer service oriented, ADA compliant and transparent services to DPW, County of Los Angeles. The required Living Wage Ordinance (LWO) rates were calculated by using historical CPI data. The current LWO rate of \$17.14 was used as the base, and CPI was applied to each year of the term of the contract. We acknowledge the importance of compliance with the LWO.

We feel that we are the best company to continue to provide this service based on our proven experience, currently established operational infrastructure, facility, and management structure. It has been an honor providing these services to the LA DPW since 2014, and we hope to continue our working relationship for many years to come.

As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1, as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



Bernita Aguirre

Resident & Chief Operating Officer

**BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968**

8800 Park Street, Bellflower, CA 90706  
• 562-529-2676 Ext. 114 • FAX 562-529-2220 •  
E-Mail [baquirre@emptransportation.com](mailto:baquirre@emptransportation.com)

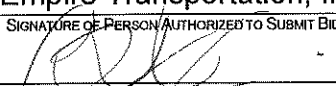
**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Hours	Proposed Price (Hourly Rate x Estimated Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>64.24</u> /Hour	<b>4,800</b>	\$ <u>308,352.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>65.25</u> /Hour	<b>100</b>	\$ <u>6,525.00</u>
<b>ESTIMATED TOTAL HOURS</b>			<b>4,900</b>	
<b>PROPOSED PRICE</b>				\$ <u>314,877.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.79</u> /Mile	<b>50</b>	\$ <u>189.50</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Price**

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2023 in case a County Vehicle is in an accident and is out of service for an extended period of time.

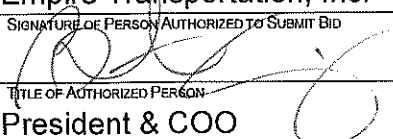
**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>65.04</u> /Hour	<b>9,600</b>	\$ <u>624,384.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>66.14</u> /Hour	<b>200</b>	\$ <u>13,228.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>637,612.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.79</u> /Mile	<b>100</b>	\$ <u>379.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2023-24 in case a County Vehicle is in an accident and is out of service for an extended period of time.




**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>65.82</u> /Hour	<b>9,600</b>	\$ <u>631,872.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>66.93</u> /Hour	<b>200</b>	\$ <u>13,386.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>645,258.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.79</u> /Mile	<b>100</b>	\$ <u>379.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2024-25 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>66.62</u> /Hour	<b>9,600</b>	\$ <u>639,552.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>67.79</u> /Hour	<b>200</b>	\$ <u>13,558.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>653,110.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.80</u> /Mile	<b>100</b>	\$ <u>380.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2025-26 in case a County Vehicle is in an accident and is out of service for an extended period of time.

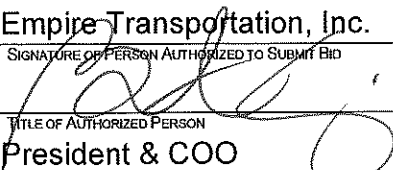
**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>67.43</u> /Hour	<b>9,600</b>	\$ <u>647,328.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>68.58</u> /Hour	<b>200</b>	\$ <u>13,716.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>661,044.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ <u>3.80</u> /Mile	<b>100</b>	\$ <u>380.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER <b>Empire Transportation, Inc.</b>	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON <b>President &amp; COO</b>	DATE <b>03/21/2022</b>

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2026-27 in case a County Vehicle is in an accident and is out of service for an extended period of time.

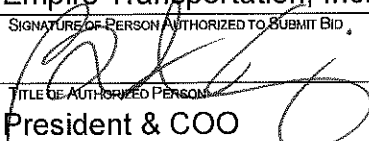
**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

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Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 68.23 /Hour	9,600	\$ 655,008.00
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 69.38 /Hour	200	\$ 13,876.00
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			<b>9,800</b>	
<b>PROPOSED ANNUAL PRICE</b>				<b>\$ 668,884.00</b>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ 3.80 /Mile	100	\$ 380.00

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

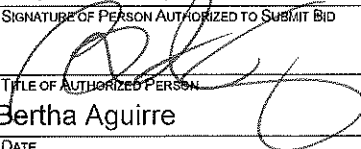
LEGAL NAME OF BIDDER Empire Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 	
TITLE OF AUTHORIZED PERSON President & COO	DATE 03/21/2022

<sup>1</sup> We estimate 200 Vehicle Revenue hours for FY 2027-28 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**SCHEDULE OF PRICES  
FOR  
EAST LOS ANGELES DIAL-A-RIDE SERVICES (BRC0000268)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	TERMS	PROPOSED PRICE FOR EACH TERM
1	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – INITIAL 6 MONTH TERM	\$314,877.00
2	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 1	637,612.00
3	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 2	645,258.00
4	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 3	653,110.00
5	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 4	661,044.00
6	EAST LOS ANGELES DIAL-A-RIDE SHUTTLE SERVICE – OPTION YEAR 5	668,884.00
<b>TOTAL PRICE FOR TERMS 1 THROUGH 6</b>		<b>\$3,580,785.00</b>

LEGAL NAME OF BIDDER Empire Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON Bertha Aguirre		
DATE 03/21/2022	STATE CONTRACTOR'S LICENSE NUMBER TCP-21507 CA: 326916	LICENSE TYPE PUC & CHP
BIDDER'S ADDRESS: 8800 Park St; Bellflower CA 90706		
E-MAIL baguirre@emptransportation.com		
PHONE 562.529.2676 Ext 114	MOBILE 310.562.2241	FACSIMILE 562.529.2220

**LIST OF SUBCONTRACTORS**

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.


Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**FORM PW-8.1  
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1	None to be used							
2								
3								
4								
5								
6								
7								
8								
9								
10								

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name: Bertha Aguirre	Authorized Signature 	Title President & COO	Date 03/21/2022
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**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
Empire Transportation, Inc.	Operator	MBE	100%
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name: Bertha Aguirre

My County (WebVen) Vendor Number: 13735101

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Other: _____
<b>Total Number of Employees</b> (including owners): 324						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	1	49	60
Hispanic/Latino	1	1	8	2	72	47
Asian or Pacific Islander					4	2
American Indian						1
Filipino					3	1
White					43	27

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	70 %	%	%	%	%
Women	%	30 %	%	%	%	%


IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

**BUSINESS ENTERPRISES:** If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date
SCMSDC	✓					11/20/2022

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President & COO	Date: 03/21/2022
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**NMSDC**  
National Minority Supplier  
Development Council

THIS CERTIFIES THAT

## Empire Transportation, Inc.

\* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 485113; 485410; 485510; 485991; 812930; 485999

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/01/2021

**Issued Date**

SC03250

**Certificate Number**

NMSDC CEO and President

Virginia Gomez, President

11/01/2022

**Expiration Date**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

... Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

**GAIN and GROW EMPLOYMENT COMMITMENT**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

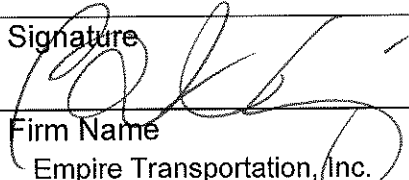
\_\_\_\_\_ YES (subject to verification by County)  NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO  N/A (Program not available)

Signature 	Title President & COO
Firm Name Empire Transportation, Inc.	Date 03/21/2022

He works diligently to meet a

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**


Company Name: Empire Transportation, Inc.		
Company Address: 8800 Park Street		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562.529.2676 Ext 114	Email Address: baguirre@emptransportation.com	
Solicitation/Contract for <u>East Los Angeles Dial-a-Ride Services</u> Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Bertha Aguirre	Title President & COO
Signature: 	Date: 03/21/2022

**EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)  
BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

- Important Note:
- The information on this form is subject to verification.
  - Bidder may submit additional documentation in their Bid to supplement this Form PW-18.1.

**At the time of bid submission, Bidder must meet the following minimum requirements:**

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

- Yes. Bidder does meet the minimum mandatory requirement stated above.
- No. Bidder **does not** meet the minimum mandatory requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). **Subcontracting is not allowed to meet this requirement.**

- Yes. Bidder does meet the experience requirement stated above.

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
Empire Transportation, Inc.	07 / 2014 Date /	Name of governmental or social service agency: Department of Public Works, County of Los Angeles Type of Service provided: Current operator for the East Los Angeles Whittier Dial-A-Ride Services	
	/ 2001 Date /	Name of governmental or social service agency: AltaMed Health Services Type of Service provided: Provider of non-emergency demand-response transportation services for Altamed's participants of its PACE program throughout Los Angeles and Orange County	

\*List the page number in the Bid containing the Bidder's experience providing paratransit services for governmental or social service agency(ies). (Please attach additional pages, if needed.)

- No. Bidder does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

3. Bidder's Project Manager must have a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). **Subcontracting is not allowed to meet this requirement.**

Yes. Bidder's Project Manager does meet the experience requirement stated above.

Name of Bidder's Project Manager	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience Please provide a detailed narrative of Bidder's Project Manager's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
Ana Asheghian	07 / 14 Date /	Name of governmental or social service agency: Department of Works, County of Los Angeles  Type of Service provided: Ms. Asheghian has been the Project Mgr. for East Los Angles and Whittier Dial-a-Ride services since 07/2014.  Ms. Asheghian has succesfully established solid lines of communication with DPW staff and works in partnership with them to deliver the best service possible to the DAR subscribers	

\*List the page number in the Bid containing the Bidder's Project Manager's experience providing paratransit services for governmental or social service agency(ies). (Please attach additional pages, if needed.)

No. Bidder's Project Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

4. Bidder's or its Subcontractor's Maintenance Manager must have a minimum of 3 years of experience in maintaining similar fleets of paratransit vehicles, as shown on Exhibit H.1 - County Provided Vehicles.

Yes. Bidder's or its Subcontractor's Maintenance Manager does meet the experience requirement stated above.

Name of the Employee	Name: <u>Jorge Espinoza</u> Bidder <input checked="" type="checkbox"/> / Subcontractor <input type="checkbox"/> (check one)
Number of Years of Experience Servicing the above type of vehicle	4 years
Make of Vehicles Serviced	MV-1, Chevrolet, Ford
Model of Vehicles Serviced	Mini vans, vans, Type II, Type VII and Trollys

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The bid may be disqualified, if incomplete or unresponsive statements are made.

Mr. Jorge Espinoza has been Empire's Fleet Manager since 2018. He is responsible for all aspects of the fleet maintenance program.

FORM PW-18.1  
(SUPPLEMENTAL)

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Under his supervision, Empire has successfully passed all CHP inspection. He has a strong knowledge of all the maintenance

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requirements for the County's and Empire's fleet. He pays special attention to ensure the County's assets are safe, aesthetically sound and clean.

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- No. Bidder or its Subcontractor's Maintenance Manager does not meet the experience requirement stated above. By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.
5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the bidder must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. **Subcontracting is not allowed to meet this requirement.**
- Yes. Bidder does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Bidder has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- Bidder has not performed services in California; the bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency.
- No. Bidder does not meet the minimum mandatory requirement stated above. Bidder has received an "**Unsatisfactory**" rating and did not upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and did not upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Bidder will have failed this criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.
6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to

**FORM PW-18.1  
(SUPPLEMENTAL)**

comply if awarded the contract, the Bidder must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements. **Subcontracting is not allowed to meet this requirement.**

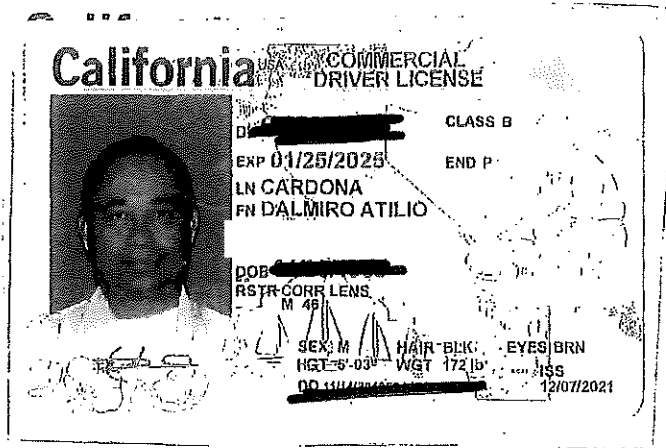
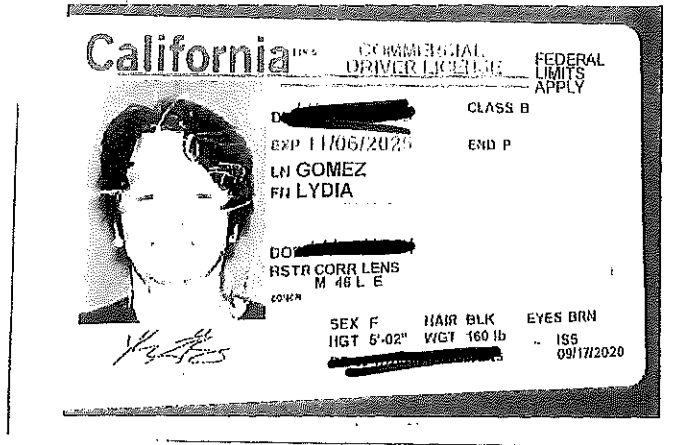
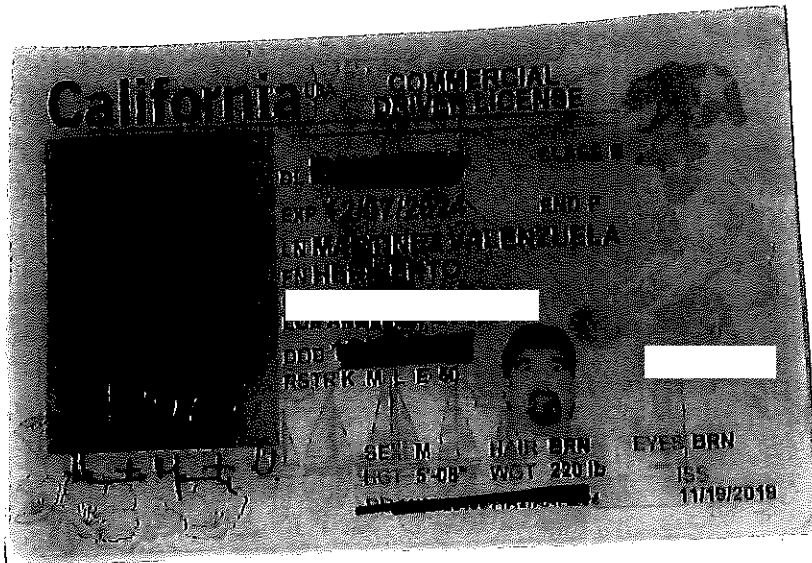
- Yes. Bidder does meet the spare service vehicle(s) requirement stated above.
- Bidder does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The Bidder will comply with the spare service vehicle requirements set forth in this IFB. (This commitment is evident by Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicle requirements submitted in the Bid.)  
List the page number in the Bid containing Bidder's detailed plan: \_\_\_\_\_
- No. Bid's does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. Subcontracting is not allowed to meet this requirement. **Subcontracting is not allowed to meeting this requirement.**

- Yes. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

Employees with DMV Class B (with a minimum of a "P" endorsements)			
Employee Name	Class of Driver's License	"P" endorsement or Higher (Yes or No)	Page No.
Heriberto Martinez	B	Yes	Following Page
Lydia Gomez	B	Yes	Following Page
Dalmiro Cardona	B	Yes	Following Page





- Bidder's employee does not meet the commercial driver's licenses requirement stated above at present, but fully intends to comply if awarded the contract.
- No. Bidder did not submit copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

8. Bidder or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes Test for all maintenance personnel identified; or Bidder must submit an affirmative statement that all of Bidder's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the A5 ASE Automobile & Light Truck Brakes Test.

- Yes. Bidder or its Subcontractor does meet and submitted copies the license/certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any if any on the chart below.

If the employee does not have ASE Certificate, please indicate N/A.

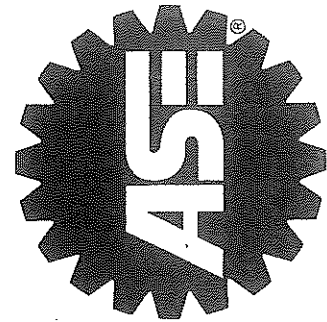
Mechanics with ASE Certifications			
Employee Name	Types of Certification (List multiple, if applicable)	Directly Employed by the Contractor (Yes or No)	Page No.
Alejandro Montes	Master Automobile Technician	Yes	Following Page
Sergio Espinoza	Brakes, Engine Performance, Electrical	Yes	Following Page

- Bidder or its Subcontractor does not currently employ personnel that meet the requirement, however, Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the A5 Automobile & Light Truck Brakes Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract		
Employee Name	Types of Certification (List multiple, if applicable)	Page No.
Alejandro Montes	Master Automobile Technician	

Type text here



National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**



has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MASTER AUTOMOBILE TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

ENGINE REPAIR	EXPIRES
AUTOMATIC TRANSMISSION/TRANSAXLE	DECEMBER 31, 2023
MANUAL DRIVE TRAIN AND AXLES	DECEMBER 31, 2023
SUSPENSION AND STEERING	DECEMBER 31, 2020
BRAKES	DECEMBER 31, 2023
ELECTRICAL/ELECTRONIC SYSTEMS	DECEMBER 31, 2023
HEATING AND AIR CONDITIONING	JUNE 30, 2025
ENGINE PERFORMANCE	DECEMBER 31, 2023
** ** ** ** **	** ** ** ** **

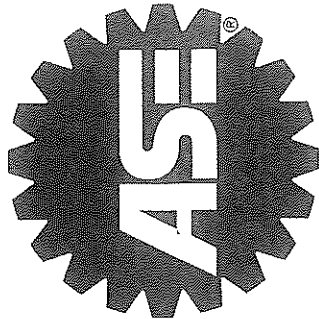
GIVEN THIS 5TH DAY OF JUNE 2020, AT LEESBURG, VIRGINIA

ASE-1787-4935

ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*  
TIMOTHY A. ZILKE, President

FOLD ALONG PERFORATION TO REMOVE CERTIFICATE



National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MEDIUM/HEAVY TRUCK TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

GASOLINE ENGINES

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING, VENTILATION, AND A/C

PREVENTIVE MAINTENANCE AND INSPECTION

\*\* \*\* \*\* \*\* \*\*

EXPIRES

JUNE 30, 2025

DECEMBER 31, 2023

DECEMBER 31, 2023

JUNE 30, 2025

JUNE 30, 2025

\*\* \*\* \*\* \*\* \*\*

ASE-1787-4935

ASE IDENTIFICATION NUMBER

GIVEN THIS 5TH DAY OF JUNE 2020, AT LEESBURG, VIRGINIA

*Timothy A. Zilke*

TIMOTHY A. ZILKE, President





National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**TRANSIT BUS TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

BRAKES

\*\* \*\*

EXPIRES

JUNE 30, 2025

GIVEN THIS 5TH DAY OF JUNE 2020, AT LEESBURG, VIRGINIA

ASE-1787-4935

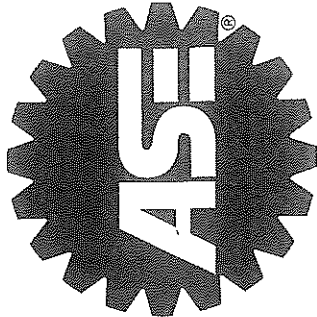
ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*

TIMOTHY A. ZILKE, President



FOLD ALONG PERFORATION TO REMOVE CERTIFICATE



National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**



has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**SCHOOL BUS TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

BRAKES

\*\* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\*

EXPIRES

JUNE 30, 2025

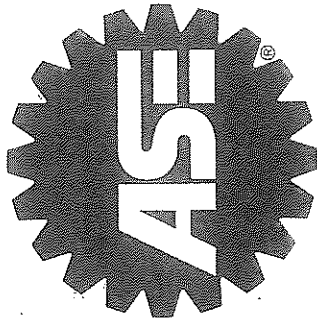
GIVEN THIS 5TH DAY OF JUNE 2020, AT LEESBURG, VIRGINIA

ASE-1787-4935

ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*  
TIMOTHY A. ZILKE, President





National Institute for  
**AUTOMOTIVE  
 SERVICE  
 EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**ADVANCED LEVEL SPECIALIST**

AREAS OF DEMONSTRATED ACHIEVEMENT  
 AUTOMOBILE ADVANCED ENGINE PERFORMANCE  
 LIGHT DUTY HYBRID/ELECTRIC VEHICLE

\*\* \*\* \*\* \*\* \*\*

EXPIRES  
 DECEMBER 31, 2020

JUNE 30, 2022

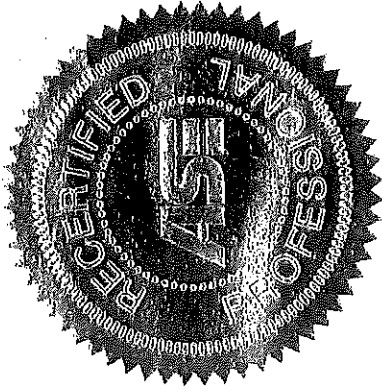
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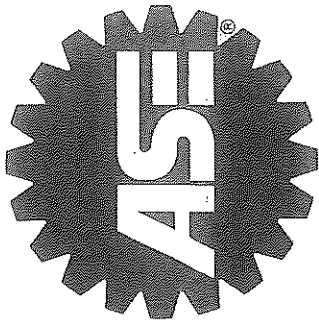
GIVEN THIS 27TH DAY OF JANUARY 2017, AT LEESBURG, VIRGINIA

ASE-1787-4935

ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*  
 \_\_\_\_\_  
 TIMOTHY A. ZILKE, President





National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MONTES**

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**ALTERNATE FUELS TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT  
COMPRESSED NATURAL GAS VEHICLE

EXPIRES  
DECEMBER 31, 2022

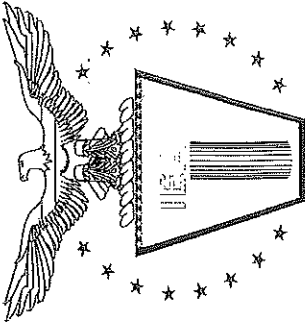
\*\* \*\*

GIVEN THIS 22ND DAY OF DECEMBER 2017, AT LEESBURG, VIRGINIA

ASE-1787-4935  
ASE IDENTIFICATION NUMBER

*Timothy A. Zilke*  
TIMOTHY A. ZILKE, President





# Certificate of Completion

In recognition of satisfactory performance  
and completion of this 30 hours program:

*On Board Diagnostic*

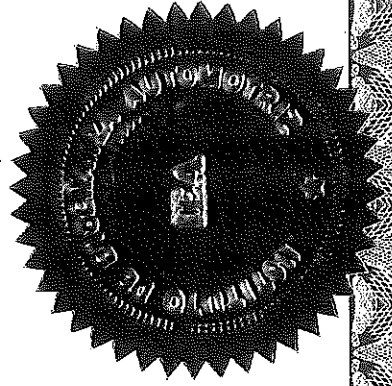
This Certificate of Completion and Recognition is presented to:

*Alejandro Montes*

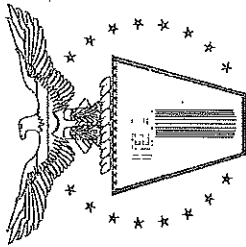
This Certificate is presented this 13th day of November, 2004.

By: **Instituto de Enseñanza Automotriz**  
4737 Gage Avenue - Bell, California 90201

Higinio M. Martínez  
Director



Student



# *Instituto De Enseñanza Automotriz*

4737 Gage Avenue-Bell, California, 90201

## *Certificate of Merit*

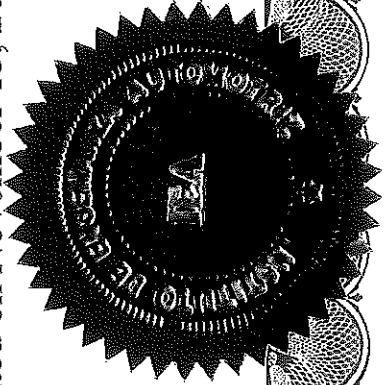
This certifies that: *Alejandro Montes*

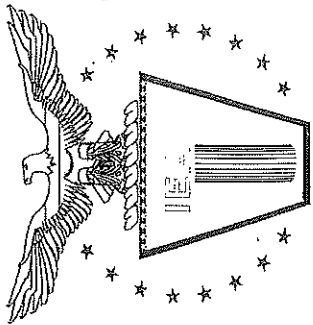
Has been awarded this certificate for:

*Excellence in Automotive Electricity*

Presented on November 13, 2004

Higinio M. Martínez  
Institute Director

  
Student



# Certificate of Completion

In recognition of satisfactory performance  
and completion of this 30 hours program:

*On Board Diagnostic*

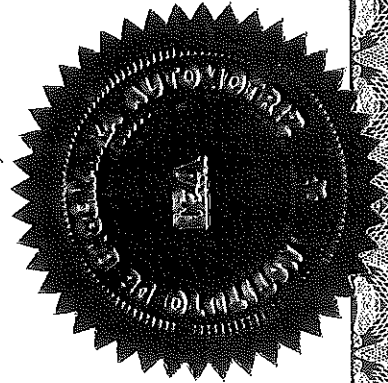
This Certificate of Completion and Recognition is presented to:

*Alejandro Montes*

This Certificate is presented this 13th day of November, 2004.

By: Instituto de Enseñanza Automotriz  
4737 Gage Avenue - Bell, California 90201

Higinio M. Martínez  
Director



Student



2/22/2009

92

1109097

Alejandro Montes

ELAC

has successfully completed training in CFC-12  
refrigerant recycling and service procedures offered by  
the Mobile Air Conditioning Society Worldwide,  
as required by Section 609 of the Clean Air Act.

MACS • Phone (215) 631-7020 • Fax (215) 631-7017



National Institute for  
**AUTOMOTIVE SERVICE EXCELLENCE**

**ASE Certification Status**

Sergio P Espinoza  
Los Angeles, CA 90003-4209  
ASE ID: ASE-1467-2204

Created: May 06, 2020  
2:47:58 PM

This individual currently has the ASE certification status shown below:



**Current ASE Designations**

Certificates	Test Series
Automobile Technician	A: Auto

**ASE Certification Details**

Test	Description	Expiration Date	Status
A5	Brakes	06/30/2024	Current
A6	Electrical/Electronic Systems	06/30/2024	Current
A8	Engine Performance	12/31/2023	Current

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. You can download the Work Experience Form at [www.ase.com/expform](http://www.ase.com/expform).

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,  
ASE Customer Service  
E-mail: [contactus@ase.com](mailto:contactus@ase.com)

Phone: 1-800-390-6789  
Fax: (703) 669-6122

**FORM PW-18.1  
(SUPPLEMENTAL)**

Type text here Employee Name	Types of Certification (List multiple, if applicable)	Page No.
Sergio Espinoza	Brakes, Engine Performance, Electrical	
Martin Torres		

No. Bidder or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.


9. Bidder or its Subcontractor shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified above.

Yes. Bidder or its Subcontractor does meet the license/certification requirement stated above. (In addition to responding on this form, please submit a copy of the license/certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent.)

Employee Name	Type of Certification	Directly Employed by the Contractor (Yes or No)	Page No.
Jorge Espinoza	Section 609	Yes	Following Page

No. Bidder or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the bid may be rejected at the sole discretion of the County.

Signature 	Title President & COO
Firm Name Empire Transportation, Inc.	Date 03/21/2022

P:\aepub\Service Contracts\CONTRACT\Anna\East LA DAR\2021 IFB\01 IFB\04.3 FORM PW-18.1 MIN REQ.docx



**Mainstream Engineering Corporation**  
By this Certificate Warrants that  
**JORGE ESPINOZA**

has shown competency and fitness to practice Refrigerant Recycling, Recovery and Reclamation and has complied with all requirements of the Environmental Protection Agency Clean Air Act; therefore by virtue of the powers vested in Mainstream Engineering Corporation by the U. S. Environmental Protection Agency, Mainstream Engineering Corporation hereby issues this

**Section 609 MVAC Technician Certification**  
Certification Number:  
**92832FF9C9A8F0620**

as Required by 40 CFR Part 82.40, subject to the powers of revocation by the EPA.

[Print Certificate](#)





**DISPLACED TRANSIT EMPLOYEE DECLARATION**

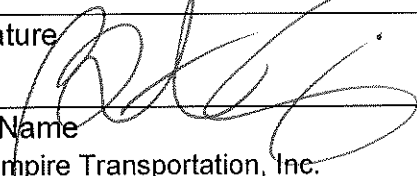
Sergio Esp

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

- that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

OR

- that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title President & COO
Firm Name Empire Transportation, Inc.	Date 03/21/2022

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

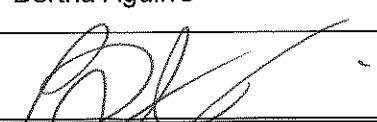
Company Name: Empire Transportation, Inc.		
Company Address: 8800 Park Street		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562.529.2676 Ext 114	E-Mail Address: baguirre@emptransportation.com	
Solicitation/Contract for East Los Angeles Dial-a-Ride Services Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Bertha Aguirre	Title President & COO
Signature: 	Date: 03/21/2022

**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Bertha Aguirre, on behalf of Empire Transportation, Inc., (the "Contractor"), certify that on County Contract:

Contract Number	
Contract Name	East Los Angeles Dial-a-Ride Services

All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.

Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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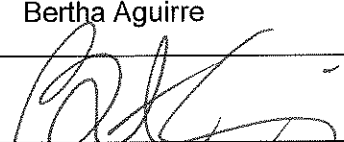


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I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Company/Contractor Name:	
Print Name: Bertha Aguirre	Title President & COO
Signature: 	Date: 03/21/2022

N/A

FORM LW-2.1  
(SUPPLEMENTAL)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: Empire Transportation, Inc.		
Company Address: 8800 Park Street		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562.529.2676 Ext 114	Facsimile Number: 562.529.2220	E-Mail Address: baguirre@emptransportation.com
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
  - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
  - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Bertha Aguirre	TITLE: President & COO
SIGNATURE: 	DATE: 03/21/2022

COUNTY OF LOS ANGELES

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm HAS NOT been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

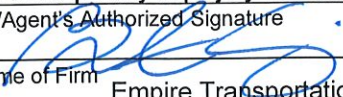
History of Determinations of Labor Law /Payroll Violations (Check One):

- There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Bertha Aguirre, President & COO
Print Name of Firm Empire Transportation, Inc.	Date 03/21/2022



STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (25 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	1200	17.68	\$ 21,216.00
Operator 2	6	8	8	8	8	8	0	46	1150	17.68	\$ 20,332.00
Operator 3	0	8	8	8	8	8	0	40	1000	17.68	\$ 17,680.00
Operator 4	0	8	8	8	8	8	8	48	1200	17.68	\$ 21,216.00
Operator5	0	8	8	8	8	8	0	40	1000	17.68	\$ 17,680.00
Road Supervisor	0	8	8	8	8	8	0	40	1000	18.25	\$ 18,250.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	2012.5	20.00	\$ 40,250.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	2000	19.00	\$ 38,000.00
Mechanic A	8		8		8	8	8	40	1000	27.50	\$ 27,500.00
Mechanic C	8						8	16	400	31.00	\$ 12,400.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	234,524.00
**Important:HOURLY RATE LISTED ON LW-8S MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE									(1) Vacations, Sick Leave, Holiday	\$	7,365.20
									(2) Health Insurance ***	\$	-
Mechanic(s)									(3) Payroll Taxes & Workers' Compensation	\$	49,345.40
Hourly Wage Rate									(4) Welfare and Pension	\$	-
Mechanc(s) Hourly Rate \$31.00									<b>Total Employee Benefits (1+2+3+4)</b>		\$ 56,710.60
Mechanc(s) Hourly Rate \$27.50									(5) Equipment Costs( Includes Fuel and the Cost of Parts)	\$	16,813.44
Mechanc(s) Hourly Rate \$									(6) Service and Supply Costs	\$	-
									(7) General and Administrative Costs (Insurance Cost Included)	\$	6,828.96
									(8) Profit	\$	-
									<b>Total Other Costs (5+6+7+8)</b>		\$ 23,642.40
									<b>TOTAL PRICE</b>		\$ 314,877.00


\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date

**FORM LW-8.2  
OPTION YEAR 1**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

Estimated Dates July 1, 2023 - June 30, 2024

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	17.97	\$ 44,853.12
Operator 2	6	8	8	8	8	8	0	46	2392	17.97	\$ 42,984.24
Operator 3	0	8	8	8	8	8	0	40	2080	17.97	\$ 37,377.60
Operator 4	0	8	8	8	8	8	8	48	2496	17.97	\$ 44,853.12
Operator5	0	8	8	8	8	8	0	40	2080	17.97	\$ 37,377.60
Road Supervisor	0	8	8	8	8	8	0	40	2080	18.75	\$ 39,000.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	20.50	\$ 85,813.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	19.50	\$ 81,120.00
Mechanic A	8		8		8	8	8	40	2080	28.00	\$ 58,240.00
Mechanic C	8						8	16	832	31.50	\$ 26,208.00
<b>Comments/Notes:</b>								<b>Total Salaries</b>		\$	497,826.68
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE								(1) Vacations, Sick Leave, Holiday		\$	11,526.91
								(2) Health Insurance ***		\$	-
<b>Mechanic(s)</b>								(3) Payroll Taxes & Workers' Compensation		\$	103,908.13
								(4) Welfare and Pension		\$	-
Mechanic(s) Hourly Rate		\$31.50						<b>Total Employee Benefits (1+2+3+4)</b>		\$	115,435.04
Mechanic(s) Hourly Rate		\$28.00						(5) Equipment Costs (Includes Fuel and the Cost of Parts)		\$	19,122.28
Mechanic(s) Hourly Rate		\$						(6) Service and Supply Costs		\$	-
								(7) General and Administrative Costs (Insurance Cost Included)		\$	5,228.00
								(8) Profit		\$	-
								<b>Total Other Costs (5+6+7+8)</b>		\$	24,350.28
								<b>TOTAL PRICE</b>		\$	637,612.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date



**FORM LW-8.3  
OPTION YEAR 2**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

Estimated Dates July 1, 2024 - June 30, 2025

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	18.55	\$ 46,300.80
Operator 2	6	8	8	8	8	8	0	46	2392	18.55	\$ 44,371.60
Operator 3	0	8	8	8	8	8	0	40	2080	18.55	\$ 38,584.00
Operator 4	0	8	8	8	8	8	8	48	2496	18.55	\$ 46,300.80
Operator5	0	8	8	8	8	8	0	40	2080	18.55	\$ 38,584.00
Road Supervisor	0	8	8	8	8	8	0	40	2080	19.25	\$ 40,040.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	21.00	\$ 87,906.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	20.00	\$ 83,200.00
Mechanic A	8		8		8	8	8	40	2080	28.50	\$ 59,280.00
Mechanic C	8						8	16	832	32.00	\$ 26,624.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>		\$ 511,191.20
<b>**Important:HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE</b>									(1) Vacations, Sick Leave, Holiday		\$ 13,785.63
									(2) Health Insurance ***		\$ -
									(3) Payroll Taxes & Workers' Compensation		\$ 107,095.27
									(4) Welfare and Pension		\$ -
									<b>Total Employee Benefits (1+2+3+4)</b>		\$ 120,880.90
									(5) Equipment Costs( Includes Fuel and the Cost of Parts)		\$ 9,587.15
									(6) Service and Supply Costs		\$ -
									(7) General and Administrative Costs (Insurance Cost Included)		\$ 3,598.75
									(8) Profit		\$ -
									<b>Total Other Costs (5+6+7+8)</b>		\$ 13,185.90
									<b>TOTAL PRICE</b>		\$ 645,258.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date



BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	19.14	\$ 47,773.44
Operator 2	6	8	8	8	8	8	0	46	2392	19.14	\$ 45,782.88
Operator 3	0	8	8	8	8	8	0	40	2080	19.14	\$ 39,811.20
Operator 4	0	8	8	8	8	8	8	48	2496	19.14	\$ 47,773.44
Operator5	0	8	8	8	8	8	0	40	2080	19.14	\$ 39,811.20
Road Supervisor	0	8	8	8	8	8	0	40	2080	19.75	\$ 41,080.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	21.00	\$ 87,906.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	20.00	\$ 83,200.00
Mechanic A	8		8		8	8	8	40	2080	28.50	\$ 59,280.00
Mechanic C	8						8	16	832	32.00	\$ 26,624.00
<b>Comments/Notes:</b>								<b>Total Salaries</b>		\$	519,042.16
**Important:HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE  Mechanic(s)                      Hourly Wage Rate Mechanc(s) Hourly Rate                      \$32.00 Mechanc(s) Hourly Rate                      \$28.50 Mechanc(s) Hourly Rate \$								(1) Vacations, Sick Leave, Holiday		\$	15,046.78
								(2) Health Insurance ***		\$	-
								(3) Payroll Taxes & Workers' Compensation		\$	105,965.83
								(4) Welfare and Pension		\$	-
								<b>Total Employee Benefits (1+2+3+4)</b>		\$	121,012.61
								(5) Equipment Costs( Includes Fuel and the Cost of Parts)		\$	9,865.61
								(6) Service and Supply Costs		\$	-
								(7) General and Administrative Costs (Insurance Cost Included)		\$	3,189.62
(8) Profit		\$	3,189.62								
<b>Total Other Costs (5+6+7+8)</b>		\$	13,055.23								
								<b>TOTAL PRICE</b>		\$	653,110.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date

**FORM LW-8.5  
OPTION YEAR 4**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

Estimated Dates July 1, 2026 - June 30, 2027

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	19.75	\$ 49,296.00
Operator 2	6	8	8	8	8	8	0	46	2392	19.75	\$ 47,242.00
Operator 3	0	8	8	8	8	8	0	40	2080	19.75	\$ 41,080.00
Operator 4	0	8	8	8	8	8	8	48	2496	19.75	\$ 49,296.00
Operator5	0	8	8	8	8	8	0	40	2080	19.75	\$ 41,080.00
Road Supervisor	0	8	8	8	8	8	0	40	2080	20.25	\$ 42,120.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	21.50	\$ 89,999.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	20.50	\$ 85,280.00
Mechanic A	8		8		8	8	8	40	2080	29.00	\$ 60,320.00
Mechanic C	8						8	16	832	32.50	\$ 27,040.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>		\$ 532,753.00
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE									(1) Vacations, Sick Leave, Holiday		\$ 17,593.20
									(2) Health Insurance ***		\$ -
Mechanic(s) Hourly Rate									(3) Payroll Taxes & Workers' Compensation		\$ 98,511.97
									(4) Welfare and Pension		\$ -
Mechanc(s) Hourly Rate									<b>Total Employee Benefits (1+2+3+4)</b>		\$ 116,105.17
									(5) Equipment Costs( Includes Fuel and the Cost of Parts)		\$ 12,185.83
Mechanc(s) Hourly Rate \$									(6) Service and Supply Costs		\$ -
									(7) General and Administrative Costs (Insurance Cost Included)		\$ -
									(8) Profit		\$ -
									<b>Total Other Costs (5+6+7+8)</b>		\$ 12,185.83
									<b>TOTAL PRICE</b>		\$ 661,044.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date



**FORM LW-8.6  
OPTION YEAR 5**

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-RIDE SERVICE (BRC0000268)

Estimated Dates July 1, 2027 - June 30, 2028

BIDDER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	48	2496	20.38	\$ 50,868.48
Operator 2	6	8	8	8	8	8	0	46	2392	20.38	\$ 48,748.96
Operator 3	0	8	8	8	8	8	0	40	2080	20.38	\$ 42,390.40
Operator 4	0	8	8	8	8	8	8	48	2496	20.38	\$ 50,868.48
Operator5	0	8	8	8	8	8	0	40	2080	20.38	\$ 42,390.40
Road Supervisor	0	8	8	8	8	8	0	40	2080	20.75	\$ 43,160.00
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	22.00	\$ 92,092.00
Reservationists (2)	7.5	16	16	8	8	15.5	9	80	4160	21.00	\$ 87,360.00
Mechanic A	8		8		8	8	8	40	2080	29.50	\$ 61,360.00
Mechanic C	8						8	16	832	33.00	\$ 27,456.00
<b>Comments/Notes:</b>									<b>Total Salaries</b>	\$	546,694.72
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE									(1) Vacations, Sick Leave, Holiday	\$	19,485.02
									(2) Health Insurance ***	\$	-
Mechanic(s)									(3) Payroll Taxes & Workers' Compensation	\$	90,588.76
Hourly Wage Rate									(4) Welfare and Pension	\$	-
Mechanc(s) Hourly Rate \$33.00									<b>Total Employee Benefits (1+2+3+4)</b>		\$ 110,073.78
Mechanc(s) Hourly Rate \$29.50									(5) Equipment Costs( Includes Fuel and the Cost of Parts)	\$	12,115.50
Mechanc(s) Hourly Rate \$									(6) Service and Supply Costs	\$	-
									(7) General and Administrative Costs (Insurance Cost Included)	\$	-
									(8) Profit	\$	-
									<b>Total Other Costs (5+6+7+8)</b>		\$ 12,115.50
									<b>TOTAL PRICE</b>		\$ 668,884.00

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidders's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

Empire Transportation, Inc.  
Name of Proposer

  
Signature

3/21/2022  
Date

# APPENDIX

# **2022 CHP TERMINAL INSPECTION**

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE T	OTHER PROGRAM(S) B	LOCATION CODE 550	SUBAREA S44

CARRIER LEGAL NAME Empire Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676
--	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
8800 Park St., Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
Same

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH. BY TYPE I 44 II 19 Mod Limo	DRIVERS 50	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE) (310) 345-2159

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2021 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 - 50,000	C <input type="checkbox"/> 50,001 - 100,000	D <input type="checkbox"/> 100,001 - 500,000	E <input checked="" type="checkbox"/> 500,001 - 1,000,000	F <input type="checkbox"/> 1,000,001 - 2,000,000	G <input type="checkbox"/> 2,000,001 - 5,000,000	H <input type="checkbox"/> 5,000,001 - 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	---	--	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER	REASON FOR INSPECTION PL664 Annual	


<b>INSPECTION FINDINGS</b>		<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>								
REQUIREMENTS	VIOL.	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S	TOTAL TIME 16.5		
DRIVER RECORDS		No. 14 Time 3.0	No. 25 Time 4.0	No. 14 Time 9.5	VEHICLES PLACED OUT-OF-SERVICE Vehicles		Units			
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time		REMARKS				
BRAKES										
LAMPS & SIGNALS	1									
CONNECTING DEVICES										
STEERING & SUSPENSION										
TIRES & WHEELS										
EQUIPMENT REQUIREMENTS	1									
CONTAINERS & TANKS										
HAZARDOUS MATERIALS										
INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 7	INSPECTION DATE(S) 02/09,10/2022	TIME IN 06:00	TIME OUT 16:30			
INSPECTED BY (NAME(S)) K. Hardison					ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through \_\_\_\_\_), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 02/10/2022
CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Transportation Manager	DRIVER LICENSE NUMBER STATE CA

**California Highway Patrol**

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC			
		<b>Operating (DBA):</b>			
<b>MC/MX #:</b> 0000		<b>State #:</b> 326916		<b>Federal Tax ID:</b> 27-0121666 (EIN)	
<b>Review Type:</b> Non-ratable Review - Special Study					
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.			<b>Territory:</b> C
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation <b>Gross Revenue:</b> for year ending:	
<b>Carrier:</b>		N/A	Non-HM		
<b>Shipper:</b>		N/A	N/A		
<b>Cargo Tank:</b>		N/A			
<b>Company Physical Address:</b>					
8800 PARK ST BELLFLOWER, CA 90706					
<b>Contact Name:</b>					
<b>Phone numbers:</b> (1) 562- 529-2676		(2)		<b>Fax</b>	
<b>E-Mail Address:</b>					
<b>Company Mailing Address:</b>					
8800 PARK ST BELLFLOWER, CA 90706					
<b>Carrier Classification</b>					
Authorized for Hire					
<b>Cargo Classification</b>					
Passengers					
<b>Equipment</b>					
		<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned Term Leased Trip Leased</b>
Minibus, 16+		63	0	0	
Power units used in the U.S.: 63					
Percentage of time used in the U.S.: 100					
<b>Does carrier transport placardable quantities of HM?</b>				No	
<b>Is an HM Permit required?</b>				N/A	
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0		
<b>&lt; 100 Miles:</b>		50	<b>Total Drivers:</b> 50		
<b>&gt;= 100 Miles:</b>			<b>CDL Drivers:</b> 50		





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
02/10/2022

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Ulises Serpas

**Name:**

**Title:** Transportation Manager

**Title:**







**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
02/10/2022

**Part B Violations**

**Safety Fitness Rating Information:**

**Total Miles Operated** 500,001  
**Recordable Accidents** 0

**OOS Vehicle (CR): 0**  
**Number of Vehicle Inspected (CR): 14**  
**OOS Vehicle (MCMIS): 0**  
**Number of Vehicles Inspected (MCMIS): 0**

Your proposed safety rating is :

**This Review is not Rated.**





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
02/10/2022

**Part B Requirements and/or Recommendations**

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001





**EMPIRE TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 2731988

State #: 326916

Review Date:  
02/10/2022

**Part C**

**Reason for Review:** Other PL664  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

<u>Prior Reviews</u>	<u>Prior Prosecutions</u>	Reason not Rated: Special Study	Study Code: CA
6/30/2021			
3/16/2021			
7/14/2020			

**Unsat/Unfit Information**

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? No

Does carrier transport placardable quantities of hazardous materials? Not Applicable

Unsat/Unfit rule:

**Corporate Contact:** Ulises Serpas  
**Corporate Contact Title:** Transportation Manager

**Special Study Information:**

**Remarks:**

Terminal Name: Empire Transportation Inc CA# - 326916  
 Terminal Address: 8800 Park St., Bellflower, CA 90706 FCN - 245940

Rating Information:  
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections.

MAINTENANCE PROGRAM VIOLATIONS:  
 None at this time.

DRIVER RECORDS VIOLATIONS:  
 None at this time.

HOURS OF SERVICE VIOLATIONS:  
 None at this time.

HAZARDOUS MATERIALS VIOLATIONS:  
 N/A

<b>Upload Authorized:</b>	Yes	No	
<b>Authorized by:</b>			<b>Date:</b>
<b>Uploaded:</b>	Yes	No	<b>Failure Code:</b>
<b>Verified by:</b>			<b>Date:</b>





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001146
Inspection Date: 02/09/2022
Start: 7:00 AM PT End: 7:35 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost:
Origin:
Destination:
Shipper: N/A

Bill of Lading: N/A
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2008, CA, 50099H2, 316, 1FD4E45S28DA88375, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: 1, 2; Right, Left; HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 24252(a), S, 1, N, N, N, Turn signal lamp inoperative--393.9TS--Specify: Left front turn signal inoperative

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 422110; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 14; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Notes: Hydro boost has signs of seepage but is not actively leaking. No leakage on applied pressure. Carrier was made aware of the issue.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001146



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001147
Inspection Date: 02/09/2022
Start: 7:40 AM PT End: 8:13 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: (562)529-2220
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES
Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2007, CA, 87931L1, 308, 1FDXE45S27DB32340, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) T-13, S, 1, N, N, N, Motor carrier fail to ensure general maintenance of vehicle--396.3A1--Specify: Entry steps stanchion bar loose.

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 333942; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Notes: Hydro boost has signs of seepage but is not actively leaking. No leakage on applied pressure. Carrier was made aware of the issue.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001147



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001148  
Inspection Date: 02/09/2022  
Start: 8:18 AM PT End: 8:55 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:   
State#: 326916  
Location: LONG BEACH  
Highway:   
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
State:   
State:

Milepost:   
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	74943R2	342	1FDFE4FS0FDA34965	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 73744; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

**Notes:** Catalytic converter is covered by a sheet metal box. There is no way to see if the converter is leaking exhaust. Carrier was told to remove.

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001148



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001149  
Inspection Date: 02/09/2022  
Start: 9:04 AM PT End: 9:45 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:   
State#: 326916  
Location: BELLFLOWER  
Highway:   
County: LOS ANGELES

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Milepost:   
Origin: N/A  
Destination: N/A  
Shipper: N/A

State:   
State:

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2007	CA	09399Y1	303	1FDXE45S07DB32305	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 424717; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 14; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

**Notes:** Catalytic converter is covered by a sheet metal box. There is no way to see if the converter is leaking exhaust. Carrier was told to remove.

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCEWV001149



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001150  
Inspection Date: 02/09/2022  
Start: 9:51 AM PT End: 10:26 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:   
State#: 326916  
Location: BELLFLOWER  
Highway:   
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Shipper: N/A

Milepost:   
Origin: N/A  
Destination: N/A  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2008	CA	8V75560	252	1GBE5V1GX8F410303	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 333235; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 26; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCEWV001150





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001151  
Inspection Date: 02/09/2022  
Start: 10:32 AM PT End: 11:10 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:  
Phone#: (562)529-2676  
Fax#: (562)529-2220  
Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2008	CA	50101H2	314	1FD4E45S78DB07048	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 373590; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 13; WC Passenger Capacity: 1; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCEWV001151



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001152  
Inspection Date: 02/09/2022  
Start: 11:21 AM PT End: 11:48 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	100FL	258	1FDFE4FS5BDA43090	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 219088; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 20; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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X



02731988 CA CANCWV001152



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001153  
Inspection Date: 02/09/2022  
Start: 12:20 PM PT End: 12:48 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	917HN	261	1FDFE4FS0BDA43093	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001153



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001154  
Inspection Date: 02/09/2022  
Start: 12:56 PM PT End: 1:28 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:  
Phone#: (562)529-2676  
Fax#: (562)529-2220  
Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	8Z58596	262	1FDFE4FS9BDA46235	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 221757; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 20; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001154



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001155  
Inspection Date: 02/09/2022  
Start: 1:33 PM PT End: 2:04 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#:   
State#: 326916  
Location: BELLFLOWER  
Highway:   
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
State:   
State:

Milepost:   
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2007	CA	75041R2	302	1FDXE45S67DB29909	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 395115; File Code Number: 245040; PUC: 21507; Fuel Type: G; Passenger Capacity: 14; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCEWV001155



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001156  
Inspection Date: 02/09/2022  
Start: 2:08 PM PT End: 2:33 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: Fax#: (562)529-2220  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES  
Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	070WS	267	1FDDE4FS2BDA46240	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 281148; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001156



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001157  
Inspection Date: 02/09/2022  
Start: 2:40 PM PT End: 3:03 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: Fax#: (562)529-2220  
State#: 326916  
Location: BELLFLOWER  
Highway: Milepost: Shipper: N/A  
County: LOS ANGELES Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	AB904	265	1FDFE44S4BDA46238	14500		

BRAKE ADJUSTMENTS

Axle # 1 2  
Right N/A N/A  
Left N/A N/A  
Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 221262; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV001157



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001158  
Inspection Date: 02/09/2022  
Start: 3:05 PM PT End: 3:32 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**EMPIRE TRANSPORTATION INC**

8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988

Phone#: (562)529-2676

MC/MX#:

Fax#: (562)529-2220

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2009	CA	908HN	246	1FDFE45S39DA47375	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 192734; File Code Number: 245940; PUC: 21507; Fuel Type: CNG; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001159  
Inspection Date: 02/10/2022  
Start: 6:54 AM PT End: 7:31 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#: State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver: License#: State:  
Date of Birth:  
CoDriver: License#: State:  
Date of Birth:

Milepost: Shipper: N/A  
Origin: Bill of Lading: N/A  
Destination: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2009	CA	907HN	244	1FDFE45S09DA47379	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 206917; File Code Number: 245940; PUC: 21507; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

X

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02731988 CA CANCWV001159

# **2021 CHP TERMINAL INSPECTION**

CARRIER NAME <b>Empire Transportation Inc.</b>	CA NUMBER <b>326916</b>	LOC. CODE <b>550</b>	SUBAREA <b>S44</b>
STREET ADDRESS, CITY, STATE, ZIP CODE <b>8800 Park St., Bellflower, CA 90706</b>	PHONE NUMBER <b>(562) 529-2676</b>	DATE <b>06/29/2021</b>	
CARRIER REPRESENTATIVE <b>Bertha Aguirre</b>	TITLE <b>Chief Operating Officer</b>	TIME IN	TIME OUT
INSPECTION LOCATION (if other than the carrier's principal place of business)	U.S. DOT NUMBER <b>2731988</b>	MC NUMBER	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

CONTROLLED SUBSTANCES & ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]

OTHER: \_\_\_\_\_

REMARKS  
 This Carrier has been rated **SATISFACTORY** at this time.

34520 VC – Carrier is enrolled with the following Controlled Substance and Alcohol Testing Program as set forth in Title 49 CFR, Part 382:

CDT  
 230 Commerce STE 100  
 Irvine, CA 92602  
 Phone (919) 757-9010

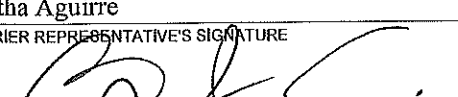
See attached Carrier Review Parts A, B & C

As a result of the inspection noted above, this carrier was assigned a compliance rating of **SATISFACTORY**  
 This rating applies only to carrier requirements - Terminals are rated separately.


RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NO. OF RECORDS INSPECTED <b>143</b>	NO. OF VIOLATIONS	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (Name) <b>K. Hardison</b>			ID NUMBER <b>A16735</b>	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations recorded hereon and on the attached pages (2 through 6) will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the **SOUTHERN** Division Motor Carrier Safety Unit Supervisor at **(323) 644-9557** within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME <b>Bertha Aguirre</b>	TITLE <b>Chief Operating Officer</b>	DRIVER LICENSE NUMBER	STATE <b>CA</b>
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING <b>SATISFACTORY</b>	DATE <b>06/30/2021</b>	

**California Highway Patrol**

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC <b>Operating (DBA):</b>										
<b>MC/MX #:</b> 0000		<b>State #:</b> 326916		<b>Federal Tax ID:</b> 27-0121666 (EIN)								
<b>Review Type:</b> Non-ratable Review - Special Study												
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> C								
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation <b>Gross Revenue:</b> _____ <b>for year ending:</b> _____								
<b>Carrier:</b> N/A		Non-HM										
<b>Shipper:</b> N/A		N/A										
<b>Cargo Tank:</b> N/A												
<b>Company Physical Address:</b> 8800 PARK ST BELLFLOWER, CA 90706												
<b>Contact Name:</b> <b>Phone numbers:</b> (1) 562- 529-2676      (2) _____ <b>Fax</b> _____ <b>E-Mail Address:</b> _____												
<b>Company Mailing Address:</b> 8800 PARK ST BELLFLOWER, CA 90706												
<b>Carrier Classification</b> Authorized for Hire												
<b>Cargo Classification</b> Passengers												
<b>Equipment</b>												
	<b>Owned</b>		<b>Term Leased</b>		<b>Trip Leased</b>		<b>Owned</b>		<b>Term Leased</b>		<b>Trip Leased</b>	
Minibus, 16+	34		0		0							
Power units used in the U.S.: 34 Percentage of time used in the U.S.: 100												
<b>Does carrier transport placardable quantities of HM?</b>											No	
<b>Is an HM Permit required?</b>											N/A	
<b>Driver Information</b>												
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0									
<b>&lt; 100 Miles:</b>		143	<b>Total Drivers:</b> 143									
<b>&gt;= 100 Miles:</b>			<b>CDL Drivers:</b> 143									





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
06/29/2021

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Bertha Aguirre

**Title:** Chief Operating Officer

**Name:** Ulises Serpas

**Title:** Safety Manager





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
06/29/2021

**Part B Violations**

**Safety Fitness Rating Information:**

Total Miles Operated                      1,000,000  
Recordable Accidents                        0

OOS Vehicle (CR): 0  
Number of Vehicle Inspected (CR): 0  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/29/2021

**Part B Requirements and/or Recommendations**

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/29/2021

**Part C**

**Reason for Review:** Other Annual CSAT  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

3/16/2021  
7/14/2020  
6/19/2020

Prior Prosecutions

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

**Corporate Contact:** Ulises Serpas  
**Corporate Contact Title:** Safety Manager

**Special Study Information:**

**Remarks:**

CARRIER NAME: Empire Transportation Inc, CA # - 326916  
Carrier Address: 8800 Park St., Bellflower, CA 90706

**RATING INFORMATION:**

In accordance with 13 CCR 1233, this carrier has been rated SATISFACTORY at this time.

Drug and Alcohol Testing Violations:  
None at this time.

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Failure Code:</b>
		<b>Date:</b>





**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE T	OTHER PROGRAM(S) B	LOCATION CODE 550	SUBAREA S44

CARRIER LEGAL NAME <b>Empire Transportation Inc.</b>	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) <b>(562) 529-2676</b>
---	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
**8800 Park St., Bellflower, CA 90706**

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) Same
--	--

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 14 II 20	Mod Limo	DRIVERS 52	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HWVEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC
---	---

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) <b>Bertha Aguirre</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>(562) 529-2676</b>	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) <b>Ulises Serpas</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>(562) 529-2676</b>	NIGHT TELEPHONE NO. (W/ AREA CODE) <b>(310) 345-2159</b>

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2020 ]**

A UNDER 15,000	B 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000	E 500,001 - 1,000,000 <input checked="" type="checkbox"/>	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
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**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input type="checkbox"/> No
USDOT 2731988	MC <input type="checkbox"/> MX <input type="checkbox"/>	REASON FOR INSPECTION Annual Tour Bus

**INSPECTION FINDINGS**      **INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable**

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 9 Time 2.0	No. 13 Time 4.0	No. 9 Time 5.5	TIME	TOTAL TIME 11.5
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles		Units
BRAKES		REMARKS				
LAMPS & SIGNALS	2					
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	2					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> Non-bit	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 3	INSPECTION DATE(S) 06/28,29/21	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) K. Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through \_\_\_\_\_), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 06/30/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Bertha Aguirre	TITLE Chief Operating Officer	DRIVER LICENSE NUMBER STATE CA

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S) T	LOCATION CODE 550	SUBAREA S44

CARRIER LEGAL NAME Empire Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676
--	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8800 Park St., Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

Same

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 2 II 2 Mod Limo	DRIVERS 12	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC

Yes  No

FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE) (310) 345-2159

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2020 ]**

A UNDER 15,000	B 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000	E 500,001 - 1,000,000 <input checked="" type="checkbox"/>	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
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**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT <input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Tour Bus	


<b>INSPECTION FINDINGS</b>		<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>					
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL	
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S	
DRIVER RECORDS		No. 3 Time 1.0	No. 11 Time 1.0	No. 3 Time 1.5	TIME	TOTAL TIME 3.5	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units		
BRAKES		REMARKS ** Basic bus terminal inspection was done in conjunction with the carrier's Tour bus operation terminal inspection.					
LAMPS & SIGNALS		All maintenance and driver records meet the requirements for Basic bus operation. **					
CONNECTING DEVICES							
STEERING & SUSPENSION							
TIRES & WHEELS							
EQUIPMENT REQUIREMENTS							
CONTAINERS & TANKS							
HAZARDOUS MATERIALS							
INSPECTION TYPE	NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 3	INSPECTION DATE(S) 06/28,29/21	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) K. Hardison					ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through \_\_\_\_\_), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 06/30/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Bertha Aguirre	TITLE Chief Operating Officer	DRIVER LICENSE NUMBER
		STATE CA

**California Highway Patrol**

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC <b>Operating (DBA):</b>		
<b>MC/MX #:</b> 0000		<b>State #:</b> 326916		<b>Federal Tax ID:</b> 27-0121666 (EIN)
<b>Review Type:</b> Non-ratable Review - Special Study				
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> C
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation <b>Gross Revenue:</b> for year ending:
<b>Carrier:</b>	N/A	Non-HM		
<b>Shipper:</b>	N/A	N/A		
<b>Cargo Tank:</b>	N/A			
<b>Company Physical Address:</b>				
8800 PARK ST BELLFLOWER, CA 90706				
<b>Contact Name:</b>				
<b>Phone numbers:</b> (1) 562- 529-2676		(2)	<b>Fax</b>	
<b>E-Mail Address:</b>				
<b>Company Mailing Address:</b>				
8800 PARK ST BELLFLOWER, CA 90706				
<b>Carrier Classification</b>				
Authorized for Hire				
<b>Cargo Classification</b>				
Passengers				
<b>Equipment</b>				
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned Term Leased Trip Leased</b>
Minibus, 16+	34	0	0	
Power units used in the U.S.: 34				
Percentage of time used in the U.S.: 100				
<b>Does carrier transport placardable quantities of HM?</b>		No		
<b>Is an HM Permit required?</b>		N/A		
<b>Driver Information</b>				
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0	
< 100 Miles:		52	<b>Total Drivers:</b> 52	
>= 100 Miles:			<b>CDL Drivers:</b> 52	





**EMPIRE TRANSPORTATION INC - Terminal**  
U.S. DOT #: 2731988

State #: 326916

Review Date:  
06/30/2021

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Bertha Aguirre  
**Name:** Ulises Serpas

**Title:** Chief Operating Officer  
**Title:** Safety Manager





**EMPIRE TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 2731988

State #: 326916

Review Date:  
 06/30/2021

**Part B Violations**

1 STATE	Primary: 34505(a)CVC CFR Equivalent: 396.17( c)	Discovered 1	Checked 9	Drivers/Vehicles In Violation	Checked 9
------------	--	-----------------	--------------	----------------------------------	--------------

**Description**

The motor carrier has exceeded the 45 day tour bus inspection interval.

**Example**

The motor carrier has exceeded the 45 day tour bus inspection interval.

Bus - 263

12/15/20 - 02/17/21 45th day was on 01/29/21

**Safety Fitness Rating Information:**

**Total Miles Operated** 1,000,000  
**Recordable Accidents** 0

**OOS Vehicle (CR):** 0  
**Number of Vehicle Inspected (CR):** 9  
**OOS Vehicle (MCMIS):** 0  
**Number of Vehicles Inspected (MCMIS):** 0

Your proposed safety rating is :

**This Review is not Rated.**





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/30/2021

**Part B Requirements and/or Recommendations**

1. Ensure each tour bus is inspected at least every 45 days and retain records of this inspection on file for a minimum of one year.





**EMPIRE TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 2731988

State #: 326916

Review Date:  
 06/30/2021

**Part C**

**Reason for Review:** Other Annual Bus Terminal  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

**Prior Reviews**

3/16/2021  
 7/14/2020  
 6/19/2020

**Prior Prosecutions**

**Reason not Rated:** Special Study

**Study Code:** CA

**Unsat/Unfit Information**

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

**Unsat/Unfit rule:**

**Special Study Information:**

**Corporate Contact:** Ulises Serpas  
**Corporate Contact Title:** Safety Manager

**Remarks:**

Terminal Name: Empire Transportation Inc. CA# - 326916  
 Terminal Address: 8800 Park Ave., Bellflower, CA 90706 FCN - 245940

**Rating Information:**

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 9 required vehicle inspections.

**MAINTENANCE PROGRAM VIOLATIONS:**  
 See Part B.

**DRIVER RECORDS VIOLATIONS:**  
 No violations at this time.

**HOURS OF SERVICE VIOLATIONS:**  
 No violations at this time.

**HAZARDOUS MATERIALS VIOLATIONS:**  
 N/A

<b>Upload Authorized:</b>	Yes	No
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	Yes	No
<b>Verified by:</b>		<b>Date:</b>
		<b>Failure Code:</b>





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000869  
Inspection Date: 06/28/2021  
Start: 8:30 AM PT End: 9:05 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: Fax#: (562)529-2220  
State#: 326916  
Location: BELLFLOWER Milepost: Shipper: N/A  
Highway: Origin: Bill of Lading: N/A  
County: LOS ANGELES Destination: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	111FL	266	1FDDE4FS6BDA46239	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 238819; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

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02731988 CA CANCWV000869





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000870
Inspection Date: 06/28/2021
Start: 9:10 AM PT End: 9:37 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988 Phone#: (562)529-2676
MC/MX#: Fax#: (562)529-2220
State#: 326916
Location: BELLFLOWER Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2011, CA, 102FL, 264, 1FDFE4FS2BDA46237, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered. Rows: 1259(a) T-13, CCR/002, 24252(a), CVC/001

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 240872; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

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**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCWV000871  
**Inspection Date:** 06/28/2021  
**Start:** 9:40 AM PT **End:** 10:15 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 <b>USDOT:</b> 2731988 <b>MC/MX#:</b> <b>State#:</b> 326916 <b>Location:</b> BELLFLOWER <b>Highway:</b> <b>County:</b> LOS ANGELES	<b>Phone#:</b> (562)529-2676 <b>Fax#:</b> (562)529-2220	<b>Driver:</b> <b>License#:</b> <b>Date of Birth:</b> <b>CoDriver:</b> <b>License#:</b> <b>Date of Birth:</b> <b>Milepost:</b> <b>Origin:</b> N/A <b>Destination:</b> N/A	<b>State:</b> <b>State:</b> <b>Shipper:</b> N/A <b>Bill of Lading:</b> N/A <b>Cargo:</b> N/A
--	--	---	--

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2008	CA	50100H2	317	1FD4E45S18DA88383	14500		

**BRAKE ADJUSTMENTS**

<b>Axle #</b>	<b>1</b>	<b>2</b>
Right	N/A	N/A
Left	N/A	N/A
<b>Chamber</b>	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; WC Passenger Capacity: 1; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
 K. Hardison A16735

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02731988 CA CANCWV000871



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000872  
Inspection Date: 06/28/2021  
Start: 10:17 AM PT End: 10:46 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: State#: 326916  
Location: BELLFLOWER  
Highway: Milepost: Shipper: N/A  
County: LOS ANGELES Origin: N/A Destination: N/A  
Bill of Lading: N/A  
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	274NA	263	1FDFF4FS0BDA46236	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 271456; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

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02731988 CA CANCWV000872



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCWV000873  
**Inspection Date:** 06/28/2021  
**Start:** 10:50 AM PT **End:** 11:22 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: State#: 326916 Location: BELLFLOWER Highway: County: LOS ANGELES	Phone#: (562)529-2676 Fax#: (562)529-2220	Driver: License#: Date of Birth: CoDriver: License#: Date of Birth:	State:   State:   Shipper: N/A	Milepost: Origin: Destination:	Bill of Lading: N/A Cargo:
--	--	--	--	--------------------------------------	-------------------------------

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2008	CA	92797G2	312	1FD4E45S68DA86628	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) T-13	S	1	N		N	N	Motor carrier fail to ensure general maintenance of vehicle--396.3A1--Specify: Wiper blades are torn
CCR/001							
24252(a)	S	1	N		N	N	Required lamp(s) inoperative--393.9--Specify: R/S front marker lamp is inoperative
CVC/001							

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 289927; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** ID/Badge #:  
 K. Hardison A16735

**Copy Received By:**

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000874  
Inspection Date: 06/28/2021  
Start: 11:28 AM PT End: 11:57 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GLAV	2019	CA	1584286	L215	1FDFE4FS4KDC56886	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 6585; File Code Number: 245940; Fuel Type: P; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

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02731988 CA CANCWV000874



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000875  
Inspection Date: 06/28/2021  
Start: 12:00 PM PT End: 12:34 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	GLAV	2019	CA	1584281	L216	1FDFE4FS9KDC56883	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 6140; File Code Number: 245940; Fuel Type: P; Passenger Capacity: 12; WC Passenger Capacity: 2; Bus Type: 2; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410 }  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000876  
Inspection Date: 06/28/2021  
Start: 12:36 PM PT End: 1:10 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988 Phone#: (562)529-2676  
MC/MX#: State#: 326916 Fax#: (562)529-2220

Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STARC	2012	CA	74854R2	339	1FDFF4FS6CDB11124	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 261424; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 10

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV000876



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000877  
Inspection Date: 06/28/2021  
Start: 1:12 PM PT End: 1:36 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	89040Z2	347	1FDFF4FS6KDC74953	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 3618; File Code Number: 245940; Fuel Type: G; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

X

X



02731988 CA CANCWV000877



# **2020 CHP TERMINAL INSPECTION**

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE T	OTHER PROGRAM(S) B	LOCATION CODE 550	SUBAREA S44

CARRIER LEGAL NAME Empire Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE) (562) 529-2676
--	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
8800 Park St., Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 Park St., Bellflower, CA 90706	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 Park St., Bellflower, CA 90706
--	---

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 36 II 26 Mod Limo	DRIVERS 29	BIT FLEET SIZE Powered
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC N/A				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/AREA CODE)
EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/AREA CODE) (310) 345-2159

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2019 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> TCP 21507 <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2731988	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Tour Bus

**INSPECTION FINDINGS** INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 14 Time 3.0	No. 22 Time 4.5	No. 14 Time 13.5	TIME N/A	TOTAL TIME 21.0
DRIVER HOURS	0	<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		No. n/a Time n/a	VEHICLES PLACED OUT-OF-SERVICE Vehicles	Units
BRAKES	0	<b>REMARKS</b> 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time.  See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Reports.  ** Basic Bus terminal has been done in conjunction with the Tour Bus terminal inspection and all the requirements have been meet. **				
LAMPS & SIGNALS	2					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	0					
TIRES & WHEELS	0					
EQUIPMENT REQUIREMENTS	5					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 3,4,7	INSPECTION DATE(S) 06/17, 18, 19/2020	TIME IN 0730	TIME OUT 1200
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INSPECTED BY (NAME(S)) Keith Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
--	------------------------	---

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 6/19/2020
CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Program Manager	DRIVER LICENSE NUMBER STATE A3269640 CA

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S) T	LOCATION CODE 550	SUBAREA S44

CARRIER LEGAL NAME Empire Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE) (562) 529-2676
--	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
8800 Park St., Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 8800 Park St., Bellflower, CA 90706	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 Park St., Bellflower, CA 90706
--	---

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 2 II 2 Mod Limo	DRIVERS 4	BIT FLEET SIZE Powered
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC N/A
---	--

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/AREA CODE)
EMERGENCY CONTACT (NAME) Ulises Serpas	DAY TELEPHONE NO. (W/AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/AREA CODE) (310) 345-2159

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2019 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
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**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC N/A	21507	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 2731988	MC N/A	MC N/A	REASON FOR INSPECTION Basic Bus

**INSPECTION FINDINGS** INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 3 Time 0.5	No. 4 Time n/a	No. 3 Time n/a	N/A	TOTAL TIME 0.5
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. n/a Time n/a	VEHICLES PLACED OUT-OF-SERVICE Vehicles	Units	
BRAKES	0	REMARKS 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time.  See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Reports.				
LAMPS & SIGNALS	2					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	0					
TIRES & WHEELS	0					
EQUIPMENT REQUIREMENTS	5					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON-BIT <input checked="" type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 5,8	INSPECTION DATE(S) 06/18,19/2020	TIME IN 0730	TIME OUT 1200
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INSPECTED BY (NAME(S)) Keith Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
--	------------------------	---

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 9), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 6/19/2020
CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Program Manager	DRIVER LICENSE NUMBER STATE A3269640 CA

**California Highway Patrol**

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC <b>Operating (DBA):</b>					
<b>MC/MX #:</b> 0000		<b>State #:</b> 326916		<b>Federal Tax ID:</b> 27-0121666 (EIN)			
<b>Review Type:</b> Non-ratable Review - Special Study							
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> C			
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation <b>Gross Revenue:</b> for year ending:			
<b>Carrier:</b> N/A			Non-HM				
<b>Shipper:</b> N/A			N/A				
<b>Cargo Tank:</b> N/A							
<b>Company Physical Address:</b>							
8800 PARK ST BELLFLOWER, CA 90706							
<b>Contact Name:</b>							
<b>Phone numbers:</b> (1) 562- 529-2676		(2)	<b>Fax</b>				
<b>E-Mail Address:</b>							
<b>Company Mailing Address:</b>							
8800 PARK ST BELLFLOWER, CA 90706							
<b>Carrier Classification</b>							
Authorized for Hire							
<b>Cargo Classification</b>							
Passengers							
<b>Equipment</b>							
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	
Minibus, 16+	36	0	0	Van, 9-15	26	0	0
Power units used in the U.S.: 62							
Percentage of time used in the U.S.: 100							
<b>Does carrier transport placardable quantities of HM?</b>				No			
<b>Is an HM Permit required?</b>				N/A			
<b>Driver Information</b>							
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0				
< 100 Miles:		29	<b>Total Drivers:</b> 29				
>= 100 Miles:			<b>CDL Drivers:</b> 29				





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Ulises Serpas

**Title:** Program Manager

**Name:**

**Title:**





EMPIRE TRANSPORTATION INC - Terminal

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

### Part B Violations

1 STATE	Primary: 13CCR1215(f)(1) CFR Equivalent: 396.11(a)(3)(ii)	Discovered 1	Checked 1260	Drivers/Vehicles In Violation	Checked 1260
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**Description**

The motor carrier fails to certify on the original driver vehicle inspection report which lists any defect or deficiency that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again.

**Example**

The motor carrier failed to certify on the original driver vehicle inspection report dated 03/20/2020 which lists a defect or deficiency. Bus 267 was used on 03/23/2020 with no signature certifying that the defect or deficiency has been repaired or that repair is unnecessary before the vehicle is operated again.

<b>Safety Fitness Rating Information:</b>		<b>OOS Vehicle (CR): 0</b>
<b>Total Miles Operated</b>	200,000	<b>Number of Vehicle Inspected (CR): 14</b>
<b>Recordable Accidents</b>	0	<b>OOS Vehicle (MCMIS): 0</b>
		<b>Number of Vehicles Inspected (MCMIS): 0</b>

Your proposed safety rating is :

**This Review is not Rated.**





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

### Part B Requirements and/or Recommendations

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>
3. Certify on daily vehicle inspection reports that all defects, which could affect the safe operation of vehicles, have been repaired or that repair is unnecessary, before the vehicle is again operated.





**EMPIRE TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 2731988

State #: 326916

Review Date:  
 06/19/2020

**Part C**

Reason for Review: Other Annual Bus  
 Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

**Prior Reviews**

3/12/2020  
 6/20/2019  
 6/20/2019

**Prior Prosecutions**

Reason not Rated: Special Study

Study Code: CA

**Unsat/Unfit Information**

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

**Special Study Information:**

Corporate Contact: Ulises Serpas  
 Corporate Contact Title: Program Manager

**Remarks:**

Terminal Name: Empire Transportation Inc. CA # - 326916  
 Terminal Address: 8800 Park St. Bellflower, CA90706 FCN - 245940

**Rating Information:**

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections.

**MAINTENANCE PROGRAM VIOLATIONS:**

See Part B.

**DRIVER RECORDS VIOLATIONS:**

None at this time.

**HOURS OF SERVICE VIOLATIONS:**

None at this time.

**HAZARDOUS MATERIALS VIOLATIONS:**

N/A

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Date:
		Failure Code:







California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000434  
Inspection Date: 06/17/2020  
Start: 8:00 AM PT End: 8:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#: 326916  
State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: Bill of Lading: N/A  
Destination: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2008	CA	8V75559	251	1GBE5V1608F406185	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24607(D) VC	S	1	N		N	N	Rear reflector required on side--393.11: R/S Rear amber not red
1232(A) CCR /001	S	1	N		N	N	General maintenance--396.3 (a)(1): Coolant leak at shut off valve located rear of driver underneath bus

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 359636; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Passenger Capacity: 27; Veh #1 Type: 10; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000435  
Inspection Date: 06/17/2020  
Start: 8:30 AM PT End: 9:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

8800 PARK ST  
BELLFLOWER, CA, 90706

USDOT: 2731988

MC/MX#:

State#: 326916

Location: BELLFLOWER

Highway:

County: LOS ANGELES

Phone#: (562)529-2676

Fax#: (562)529-2220

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	72628B1	259	1FD FE4FS7BDA43091	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	VerifyCrash	Violations Discovered
1232(A) CCR /001	S	1	N		N	N General maintenance--396.3 (a)(1): Wheel chair lift inoperable

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 248798; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

X

X



02731988 CA CANCWV000435



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCEWV000436  
**Inspection Date:** 06/17/2020  
**Start:** 9:00 AM PT **End:** 9:30 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:** **State:**  
**License#:**  
**Date of Birth:**  
**CoDriver:** **State:**  
**License#:**  
**Date of Birth:**

**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	8Z58596	262	1FDFF4FS9BDA46235	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 193011; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: Badge #:  
 K. Hardison A16735

Copy Received By:

X

X



02731988 CA CANCEWV000436



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000437  
Inspection Date: 06/17/2020  
Start: 9:30 AM PT End: 10:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**EMPIRE TRANSPORTATION INC**

8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#: State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver: License#: State:  
Date of Birth:  
CoDriver: License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2007	CA	09349Y1	303	1FDXE45S07DB32305	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 14; Veh #1 Type: 10; WC Passenger Capacity: 2

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

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02731988 CA CANCWV000437



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW000438  
Inspection Date: 06/17/2020  
Start: 10:00 AM PT End: 10:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#: State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver: State:  
License#: State:  
Date of Birth: State:  
CoDriver: State:  
License#: State:  
Date of Birth: State:

Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2008	CA	50100H2	317	1FD4E45S18DA88383	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 389110; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Veh #1 Type: 10; Bus Type: 2

Report Prepared By: K. Hardison  
Badge #: A16735

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02731988 CA CANCWW000438



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCEWV000439  
**Inspection Date:** 06/17/2020  
**Start:** 10:30 AM PT **End:** 11:00 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**EMPIRE TRANSPORTATION INC**  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:**  
**License#:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**  
**Date of Birth:**  
**State:**  
**State:**

**Milepost:**  
**Origin:** N/A  
**Destination:** N/A  
**Shipper:** N/A

**Bill of Lading:** N/A  
**Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2008	CA	92796G2	313	1FD4E45S18DB07076	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	VerifyCrash	Violations Discovered
1232(C) CCR	S	1	N		N	N Oil and/or grease leak --396.5(b): X-2 Leak at center differential

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Veh #1 Type: 10; Bus Type: 2

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM. TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** Badge #:  
 K. Hardison A16735

**Copy Received By:**

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02731988 CA CANCEWV000439



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCEWV000440  
**Inspection Date:** 06/17/2020  
**Start:** 11:00 AM PT **End:** 11:30 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**EMPIRE TRANSPORTATION INC**

8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:**  
**License#:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**  
**Date of Birth:**  
**State:**  
**State:**

**Milepost:**  
**Origin:** N/A  
**Destination:** N/A  
**Shipper:** N/A

**Bill of Lading:** N/A  
**Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	74943R2	342	1FDFE4FS0FDA34965	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24607 VC	S	1	N		N	N	Rear red reflectors required--393.11: Missing

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 54144; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 16; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** K. Hardison  
**Badge #:** A16735

**Copy Received By:**

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**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCWV000441  
**Inspection Date:** 06/17/2020  
**Start:** 11:30 AM PT **End:** 12:00 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**EMPIRE TRANSPORTATION INC**  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:**  
**License#:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**  
**Date of Birth:**  
**State:**  
**State:**

**Milepost:**  
**Origin:** N/A  
**Destination:** N/A  
**Shipper:** N/A

**Bill of Lading:** N/A  
**Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	75040R2	343	1FDFE4FS0HDC58689	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 12; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 2

Report Prepared By: Badge #:  
 K. Hardison A16735

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02731988 CA CANCWV000441





California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000442  
 Inspection Date: 06/17/2020  
 Start: 12:00 PM PT End: 12:30 PM PT  
 Inspection Level: V - Terminal  
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC 8800 PARK ST BELLFLOWER, CA, 90706 USDOT: 2731988 MC/MX#: _____ State#: 326916 Location: BELLFLOWER Highway: _____ County: LOS ANGELES	Driver: License#: _____ State: _____ Date of Birth: _____ CoDriver: License#: _____ State: _____ Date of Birth: _____ Milepost: _____ Shipper: N/A Origin: N/A Destination: N/A	Bill of Lading: N/A Cargo: N/A
Phone#: (562)529-2676 Fax#: (562)529-2220		

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	DP111FL	266	1FDFE4FS6BDA46239	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(C) CCR	S	1	N		N	N	Oil and/or grease leak --396.5(b): Transmission wet and leaking fluid

HazMat: No HM transported Placard: \_\_\_\_\_ Cargo Tank: \_\_\_\_\_

Special Checks: No data for special checks

**State Information:**

Beat/Sub Area: S44; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: Badge #:  
 K. Hardison A16735

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000443  
Inspection Date: 06/17/2020  
Start: 12:57 PM PT End: 1:30 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

EMPIRE TRANSPORTATION INC  
8800 PARK ST  
BELLFLOWER, CA, 90706  
USDOT: 2731988  
MC/MX#: State#: 326916  
Location: BELLFLOWER  
Highway:  
County: LOS ANGELES

Phone#: (562)529-2676  
Fax#: (562)529-2220

Driver: License#: State:  
Date of Birth:  
CoDriver: License#: State:  
Date of Birth:

Milepost: Shipper: N/A  
Origin: N/A  
Destination: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	1584281	L216	1FDFE4FS9KDC56883	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 6139; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: P; Passenger Capacity: 12; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 2

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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02731988 CA CANCWV000443



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCWW000444  
**Inspection Date:** 06/18/2020  
**Start:** 8:00 AM PT **End:** 8:30 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:** **State:**  
**License#:**  
**Date of Birth:**  
**CoDriver:** **State:**  
**License#:**  
**Date of Birth:**

**Milepost:** **Shipper:** N/A  
**Origin:** N/A  
**Destination:** N/A

**Bill of Lading:** N/A  
**Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	DP070WS	267	1FDFFE4FS2BDA46240	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	VerifyCrash	Violations Discovered
1232(A) CCR /001	S	1	N		N	N General maintenance--396.3 (a)(1): Wheel chair lift inoperative

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

Special Checks:	Alcohol/Controlled Substance Check	Traffic Enforcement	Post Crash Inspection
	Conducted by Local Jurisdiction	PASA Conducted Inspection	PBBT Inspection
	Size and Weight Enforcement	Drug Interdiction Search	
X	eScreen Inspection		

**State Information:**

Beat/Sub Area: S44; Odometer: 254027; File Code Number: 245940; Regulated Vehicle: N; Pre-Cleared Vehicle: Y; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** Badge #:  
 K. Hardison A16735

**Copy Received By:**

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02731988 CA CANCWW000444



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCWV000445  
**Inspection Date:** 06/18/2020  
**Start:** 8:30 AM PT **End:** 9:00 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988  
**MC/MX#:**  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Phone#:** (562)529-2676  
**Fax#:** (562)529-2220

**Driver:** **State:**  
**License#:**  
**Date of Birth:**  
**CoDriver:** **State:**  
**License#:**  
**Date of Birth:**  
**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2011	CA	DP103FL	260	1FDFE4FS9BDA43092	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(A) CCR /001	S	1	N		N	N	General maintenance--396.3 (a)(1): Wheel chair lift has no means of stopping upon movement of a wheel chair.

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 187413; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 20; Veh #1 Type: 10; WC Passenger Capacity: 4; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: Badge #:  
 K. Hardison A16735

Copy Received By:

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000446
Inspection Date: 06/18/2020
Start: 9:00 AM PT End: 9:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC .
8800 PARK ST
BELLFLOWER, CA, 90706
USDOT: 2731988
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES

Phone#: (562)529-2676
Fax#: (562)529-2220

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2012, CA, 7485R2, 339, 1FDFE4FS6CDB11124, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S44; Odometer: 237211; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: K. Hardison
Badge #: A16735

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02731988 CA CANCWV000446



**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCEWV000447  
**Inspection Date:** 06/18/2020  
**Start:** 9:30 AM PT **End:** 10:00 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

EMPIRE TRANSPORTATION INC  
 8800 PARK ST  
 BELLFLOWER, CA, 90706  
**USDOT:** 2731988 **Phone#:** (562)529-2676  
**MC/MX#:** **Fax#:** (562)529-2220  
**State#:** 326916  
**Location:** BELLFLOWER  
**Highway:**  
**County:** LOS ANGELES

**Driver:** **State:**  
**License#:**  
**Date of Birth:**  
**CoDriver:** **State:**  
**License#:**  
**Date of Birth:**

**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	1584286	L215	1FDFRFS41CDC56886	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S44; Odometer: 5577; File Code Number: 245940; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: P; Passenger Capacity: 12; Veh #1 Type: 10; WC Passenger Capacity: 2; Bus Type: 2

**Report Prepared By:** Badge #:  
 K. Hardison A16735

**Copy Received By:**

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02731988 CA CANCEWV000447

**CARRIER INSPECTION**  
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages 1 of 6

CARRIER NAME Empire Transportation Inc.	CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park St., Bellflower, CA 90706	PHONE NUMBER (562) 529-2676	DATE 06/17,18,19/2020	
CARRIER REPRESENTATIVE Ulises Serpas	TITLE Program Manager	TIME IN 0730	TIME OUT 0930
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER 2731988	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: \_\_\_\_\_

REMARKS

**This Carrier has been rated SATISFACTORY at this time.**

**34520 VC – Carrier is enrolled with the following Controlled Substance and Alcohol Testing Program as set forth in Title 49 CFR, Part 382:**

**American Compliance Solutions  
1614 Pioneer Dr.  
El Cajon, CA 92020**

**Phone (619) 334-2145**

**See attached Carrier Review Parts A, B & C**

**\*\* Carrier operates under FTA & FMCSA regulations for their controlled substance & alcohol testing program. \*\***

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.


RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 162	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) <b>Keith Hardison</b>	ID NUMBER <b>A16735</b>	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus			

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations recorded hereon and on the attached pages 2 through 6 will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern          Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Ulises Serpas	TITLE Program Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE	CURRENT CARRIER RATING SATISFACTORY	DATE 06/19/20

**California Highway Patrol**

	<b>US DOT #</b> 2731988	<b>Legal:</b> EMPIRE TRANSPORTATION INC <b>Operating (DBA):</b>				
<b>MC/MX #:</b> 0000		<b>State #:</b> 326916		<b>Federal Tax ID:</b> 27-0121666 (EIN)		
<b>Review Type:</b> Non-ratable Review - Special Study						
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> C		
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation <b>Gross Revenue:</b> _____ <b>for year ending:</b> _____		
<b>Carrier:</b>		N/A	Non-HM			
<b>Shipper:</b>		N/A	N/A			
<b>Cargo Tank:</b>		N/A				
<b>Company Physical Address:</b>						
8800 PARK ST BELLFLOWER, CA 90706						
<b>Contact Name:</b>						
<b>Phone numbers:</b> (1) 562- 529-2676		(2)	<b>Fax</b>			
<b>E-Mail Address:</b>						
<b>Company Mailing Address:</b>						
8800 PARK ST BELLFLOWER, CA 90706						
<b>Carrier Classification</b>						
Authorized for Hire						
<b>Cargo Classification</b>						
Passengers						
<b>Equipment</b>						
	<b>Owned</b>			<b>Owned</b>		
	<b>Term</b>	<b>Leased</b>	<b>Trip</b>	<b>Term</b>	<b>Leased</b>	<b>Trip</b>
	<b>Leased</b>			<b>Leased</b>		
	<b>36</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>0</b>
Minibus, 16+				Van, 9-15		
Power units used in the U.S.: 62						
Percentage of time used in the U.S.: 100						
<b>Does carrier transport placardable quantities of HM?</b> No						
<b>Is an HM Permit required?</b> N/A						
<b>Driver Information</b>						
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0			
<b>&lt; 100 Miles:</b>		29	<b>Total Drivers:</b> 29			
<b>&gt;= 100 Miles:</b>			<b>CDL Drivers:</b> 29			







**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Ulises Serpas

**Title:** Program Manager

**Name:**

**Title:**





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

**Part B Violations**

**Safety Fitness Rating Information:**

**Total Miles Operated**                      200,000  
**Recordable Accidents**                      0

**OOS Vehicle (CR):** 0  
**Number of Vehicle Inspected (CR):** 0  
**OOS Vehicle (MCMIS):** 0  
**Number of Vehicles Inspected (MCMIS):** 0

Your proposed safety rating is :

**This Review is not Rated.**





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

**Part B Requirements and/or Recommendations**

1. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





**EMPIRE TRANSPORTATION INC - Terminal**

U.S. DOT #: 2731988

State #: 326916

Review Date:

06/19/2020

**Part C**

Reason for Review: Other Annual CSAT

Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

3/12/2020

6/20/2019

6/20/2019

Prior Prosecutions

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Unsat/Unfit rule:

Not Applicable

Corporate Contact: Ulises Serpas

Corporate Contact Title: Program Manager

Special Study Information:

**Remarks:**

CARRIER NAME: Empire Transportation Inc. CA # - 326916

Carrier Address: 8800 Park St. Bellflower, CA 90706

**RATING INFORMATION:**

In accordance with 13 CCR 1233, this carrier has been rated SATISFACTORY at this time.

Drug and Alcohol Testing Violations:

None at this time.

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Date:
		Failure Code:



# Agreement



79361

BY AND BETWEEN

LOS ANGELES COUNTY  
PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)

TABLE OF CONTENTS

AGREEMENT FOR

WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)

	PAGE
<b>AGREEMENT</b> .....	1-4
<b>EXHIBIT A.1 Intentionally Omitted</b> .....	1
<b>EXHIBIT A.2 Scope of Work</b> .....	A.1-58
<b>EXHIBIT A.3 Schedule of Prices</b> .....	1-7
<b>EXHIBIT A.4 Staffing Plan and Cost Methodology</b> .....	1-5
<b>EXHIBIT B Service Contract General Requirements</b>	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies .....	B.1
B. Definitions .....	B.1
C. Headings .....	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation .....	B.4
C. Authorization Warranty .....	B.5
D. Budget Reduction .....	B.5
E. Complaints .....	B.5
F. Compliance with Applicable Laws .....	B.6
G. Compliance with Civil Rights Laws .....	B.6
H. Confidentiality.....	B.7
I. Conflict of Interest .....	B.7
J. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List .....	B.8
K. Consideration of Hiring GAIN and GROW Participants.....	B.8
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement .....	B.8
M. Contractor's Charitable Activities Compliance .....	B.8
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program .....	B.9
O. County's Quality Assurance Plan .....	B.9
P. Damage to County Facilities, Buildings, or Grounds .....	B.9
Q. Employment Eligibility Verification .....	B.10
R. Counterparts and Electronic Signatures and Representations.....	B.10
S. Fair Labor Standards .....	B.10
T. Force Majeure.....	B.11
U. Governing Laws, Jurisdiction, and Venue.....	B.11
V. Most Favored Public Entity.....	B.11
W. Nondiscrimination and Affirmative Action.....	B.12
X. Nonexclusivity.....	B.13
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14

	Z.	Notice of Delays.....	B.14
	AA.	Notice of Disputes.....	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.14
	CC.	Notices.....	B.14
	DD.	Publicity.....	B.14
	EE.	Public Records Act.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.15
	GG.	Recycled-Content Paper Products.....	B.17
	HH.	Contractor's Employee Criminal Background Investigation.....	B.17
	II.	Subcontracting.....	B.18
	JJ.	Validity.....	B.19
	KK.	Waiver.....	B.19
	LL.	Warranty Against Contingent Fees.....	B.19
	MM.	Time Off for Voting.....	B.20
	NN.	Local Small Business Enterprise Utilization.....	B.21
	OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.21
	PP.	Method of Payment and Required Information.....	B.22
	QQ.	Compliance with Fair Chance Employment Practices.....	B.23
	RR.	Compliance with the County Policy of Equity.....	B.23
	SS.	Contractor Independence.....	B.23
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program .....	B.24
	B.	Termination/Suspension for Convenience .....	B.24
	C.	Termination/Suspension for Default .....	B.25
	D.	Termination/Suspension for Improper Consideration .....	B.26
	E.	Termination/Suspension for Insolvency .....	B.27
	F.	Termination/Suspension for Nonadherence to County Lobbyists Ordinance .....	B.27
	G.	Termination/Suspension for Nonappropriation of Funds .....	B.27
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection .....	B.28
	B.	Cooperation .....	B.28
	C.	Cooperation and Collateral Work .....	B.28
	D.	Equipment, Labor, Supervision, and Materials .....	B.28
	E.	Gratuitous Work .....	B.28
	F.	Jobsite Safety .....	B.28
	G.	Labor .....	B.29
	H.	Labor Law Compliance .....	B.29
	I.	Overtime .....	B.29
	J.	Permits/Licenses .....	B.29
	K.	Prohibition Against Use of Child Labor .....	B.29
	L.	Public Convenience .....	B.30
	M.	Public Safety .....	B.30
	N.	Quality of Work .....	B.30
	O.	Quantities of Work .....	B.30

	P.	Safety Requirements .....	B.30
	Q.	Storage of Materials and Equipment .....	B.31
	R.	Transportation .....	B.31
	S.	Work Area Controls .....	B.31
	T.	CARD.....	B.31
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status .....	B.32
	B.	Indemnification .....	B.32
	C.	Workplace Safety Indemnification .....	B.33
	D.	General Insurance Requirements .....	B.33
	E.	Compensation for County Costs .....	B.37
	F.	Insurance Coverage Requirements .....	B.37
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor .....	B.39
	B.	Chapter 2.202 of the County Code.....	B.39
	C.	Nonresponsible Contractor .....	B.39
	D.	Contractor Hearing Board .....	B.39
	E.	Subcontractors of Contractor .....	B.40
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program .....	B.41
	B.	Written Employee Jury Service Policy .....	B.41
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law .....	B.43
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.43
Section 9		Compliance with County's Living Wage Program	
	A.	Living Wage Program.....	B.44
	B.	Payment of Living Wage Rates.....	B.44
	C.	Contractor's Submittal of Certified Monitoring Reports.....	B.45
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.....	B.45
	E.	County Auditing of Contractor Records.....	B.46
	F.	Notifications to Employees.....	B.46
	G.	Enforcement and Remedies.....	B.46
	H.	Use of Full-Time Employees.....	B.48
	I.	Contractor Retaliation Prohibited.....	B.48
	J.	Contractor Standards.....	B.49
	K.	Neutrality in Labor Relations.....	B.49
Section 10		Social Enterprise Preference Program.....	B.50
Section 11		Local Small Business Enterprise Preference Program.....	B.51
Section 12		Compliance with County's Defaulted Property Tax Reduction Program.....	B.52
Section 13		Disabled Veteran Business Enterprise Preference Program.....	B.53
Section 14		Displaced Transit Employee Program.....	B.54
Section 15		COVID-19 Vaccination of County Contractor Personnel.....	B.56



<b>EXHIBIT C</b>	<b>Internal Revenue Service Notice 1015</b>
<b>EXHIBIT D</b>	<b>Safely Surrendered Baby Law Posters</b>
<b>EXHIBIT E</b>	<b>Defaulted Property Tax Reduction Program</b>
<b>EXHIBIT F.2A</b>	<b>Performance Requirements Summary</b>
<b>EXHIBIT G.1</b>	<b>Service Requirements and Area Maps</b>
<b>EXHIBIT H.1</b>	<b>County-Provided Service Vehicles</b>
<b>EXHIBIT I.1</b>	<b>Contractor-Provided Service Vehicle Requirements</b>
<b>EXHIBIT J.1</b>	<b>Service Vehicle Appearance/Cleanliness Checklist</b>
<b>EXHIBIT K.1</b>	<b>Driver's Daily Vehicle Report</b>
<b>EXHIBIT L.1</b>	<b>DPW Vehicle Accident or Incident Form</b>
<b>EXHIBIT M.1</b>	<b>Preventive Maintenance</b>
<b>EXHIBIT N.1</b>	<b>Intentionally Omitted</b>
<b>EXHIBIT O.1</b>	<b>Controlled Substance and Alcohol Testing Program</b>
<b>EXHIBIT P.1</b>	<b>Transit Security Plan</b>
<b>EXHIBIT Q.1</b>	<b>NTD Paratransit Annual Summary Report</b>
<b>EXHIBIT R.1</b>	<b>Daily Transportation Trip Sheet</b>
<b>EXHIBIT S.</b>	<b>Bid Submission Instructions</b>

P:\aepub\Service Contracts\CONTRACT\Eric\Willowbrook DAR\2021 IFB\Rebid\05 AWARD\BOARD LETTER\MV Enclosure B.2\05 TOC-AGREEMENT-Willow.docx

AGREEMENT FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)

THIS AGREEMENT, made and entered into this 1st day of November, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MV TRANSPORTATION, INC., a California Corporation located at 2711 North Haskell Avenue, Suite 1500 LB-2, Dallas, TX 75204, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 29, 2022, hereby agrees to provide services as described in this Contract for Willowbrook, et al. Dial-A-Ride Service.

SECOND: This AGREEMENT, together with Exhibit A.1, Intentionally Omitted; Exhibit A.2, Scope of Work; Exhibit A.3, Schedule of Prices; Exhibit A.4, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.2A, Performance Requirements Summary; Exhibit G.1, Service Requirements and Area Maps; Exhibit H.1, County-Provided Services Vehicle; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J., Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Driver's Daily Vehicle Report; Exhibit L.1. DPW Vehicle Accident or Incident Form; Exhibit M, Preventive Maintenance; Exhibit N, Intentionally Omitted; Exhibit O, Controlled Substance and Alcohol Testing Program; Exhibit P, Transit Security Plan; Exhibit Q, NTD Paratransit Annual Summary Report; Exhibit R, Daily Transportation Trip Sheet; and Exhibit S, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 through PW-2.7, an amount not to exceed the maximum potential contract sum of \$2,721,065 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$189,781; the sum for the first optional term is \$420,449; the sum for the second optional term is \$436,588; the sum for the third optional term is \$456,601; the sum for the fourth optional term is \$475,869 the sum for the fifth and last optional term is \$494,518; and a month-to-month extension up to 6 months at the PW-2.6 rates for \$247,259.

FOURTH: This Contract's initial term shall be for a period of six months commencing on January 1, 2023, or upon the Board's approval, whichever occurs last.

The COUNTY shall have the sole option to renew this Contract term for up to five additional one-year period and six month-to-month extension, for a maximum total Contract term of six years. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Forms PW-2.1-PW-2.7, Schedule of Prices for the applicable term.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through S, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2016-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

//  
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//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.



COUNTY OF LOS ANGELES

By Tom Mitchell  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

59 November 1, 2022

By Kgometa  
Deputy

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By Carole Suzuki  
Deputy  
Carole Suzuki  
Type/Print Name

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Kgometa  
Deputy

MV TRANSPORTATION, INC.

By Mark Collin  
Its President

Mark Collin  
Type/Print Name

By Christopher Burls  
Its Secretary

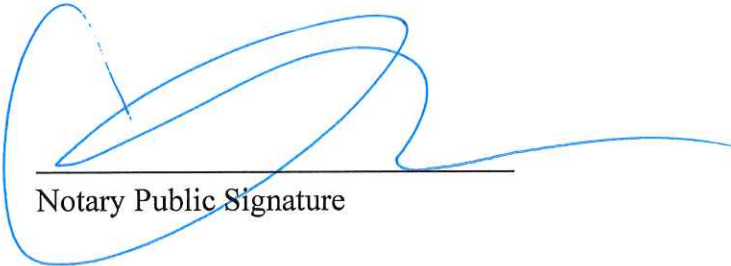
Christopher Burls  
Type/Print Name

79361

State of Texas County of Dallas

Before me, on this day personally appeared *mark collins*, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *13* day of *July*, 2022.



\_\_\_\_\_

Notary Public Signature

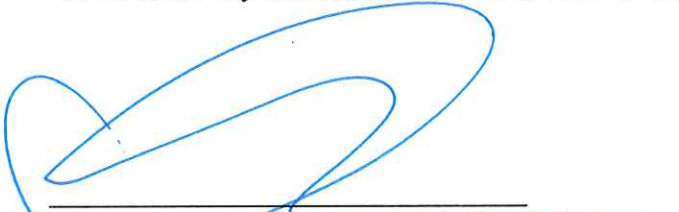
(Personalized Seal)



State of Texas County of Dallas

Before me, on this day personally appeared *Christopher Burls*, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *13* day of *July*, 2022.



---

Notary Public Signature

(Personalized Seal)



## **EXHIBIT A.1**

---

**INTENTIONALLY OMITTED**



SCOPE OF WORK

WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE (BRC0000273)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Eugenia Thomas of the Transportation Planning and Program Division, who may be contacted at (626) 458-3952, e-mail address: euthomas@pw.lacounty.gov, Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager, or his/her designee, is the only person authorized by Public Works to request work from the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

This is a community Dial-A-Ride Service (Service) for eligible elderly and persons with disabilities who reside in the unincorporated County areas of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, and Rosewood-Willowbrook. This Service will provide residents of these areas with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined service area. The hours and days of service and service areas are defined in Exhibit G.1, Service Requirements and Area Maps.

C. Request of Work from Contractor

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

D. Contract Cost

All services required in this Exhibit A, Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1-2.7, Schedule of Prices, unless stated otherwise in the Contract. The term Form PW-2 herein refers collectively to all of the Forms PW-2.1-2.7, unless otherwise specified.

E. Work Description

The work under these specifications shall be the implementation of a Paratransit (Dial-A-Ride) Service. Passengers requesting a ride on this curb-to-curb demand responsive service will be required to call the Contractor's reservation

dispatcher using the County's designated telephone number at least 24 hours in advance for their preferred pickup and return time.

The Contractor shall operate the Service subject to the provisions and requirements of this Contract. The Contractor shall do all of the following, including, but not limited to, providing executive and administrative management; employment and supervision of all personnel, including supervisors, Service vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of service vehicles and equipment; processing of warranty claims for the County's service vehicles; assisting in public relations, promotions, and patron complaints; mailing, processing, and storing client applications and client correspondence, maintaining a database of client information and ridership records; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operations, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

The County has established the Service requirements and the Service area as described in Exhibit G.1, Service Requirements and Area Maps. If Contract Manager determines that Service may be improved by revisions to scheduling, service vehicle assignment, fleet size, or areas serviced, Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

The County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The Contractor must comply with these requirements.

F. Equipment

1. Paratransit (Dial-A-Ride) Vehicles

Service shall be provided by the Contractor using County-provided service vehicles, hereinafter referred to as "Service Vehicles". The Contractor will operate Paratransit (Dial-A-Ride) Service utilizing County-provided service vehicles to the maximum extent possible. When County-provided service vehicles are unavailable, Contractor-provided service vehicles shall be used for this Service. The Contractor shall use only Contractor-provided service vehicles for all administrative purposes.

a. County-Provided Service Vehicles

The County may lease to the Contractor four revenue Service vehicles as described in Exhibit H.1, County-Provided Service Vehicles, hereinafter referred to as "County Service Vehicles". The

County Service Vehicles may be leased to Contractor at the rate of \$1.00 per month. Upon receiving County Service Vehicles, Contractor shall be responsible for the operation and maintenance of the vehicles and for all costs for insurance, servicing, and storage.

b. Contractor-Provided Service Vehicles

The Contractor may be required to furnish four replacement revenue Service vehicles, as described in Exhibit I.1 Contractor-Provided Service Vehicles Requirements, hereinafter referred to as "Contractor Service Vehicles", to either replace a loss of County Service Vehicles (due to traffic accidents, vehicle fires, etc.) or furnish additional revenue service vehicles as supplemental Service Vehicles because of changes in Service demand. The Contractor shall also be required to provide an appropriate number of spare Service vehicles (a minimum of one spare vehicle).

Contractor-provided vehicles described must meet or exceed the requirements in Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

The Proposer-provided vehicles shall be in compliance with the requirements of the Americans with Disabilities Act (ADA).

c. Temporary and/or Supplemental Contractor-Provided Service Vehicles

The Contractor may be instructed by the Contract Manager to provide temporary and/or supplemental Contractor-provided Service Vehicle(s) for Service in the event County Service Vehicles have been prematurely removed from the Service and not replaced or the demand for Service exceeds the capacity provided by the County Service Vehicles, or County Service Vehicles will be out-of-service for a prolonged period of time (e.g., major repairs, accident damage, Service vehicle has reached its service life, etc.) in excess of 24 consecutive hours. These Service Vehicles provided by the Contractor shall be approved by the Contract Manager prior to being placed in Service. The County will pay the hourly rate for Contractor-Provided Service Vehicles as specified in Form PW-2, Schedule of Prices.

The Contractor shall be responsible for providing sufficient and adequate Service Vehicles, including spare Service vehicles, which meet or exceed the requirements described in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The Contractor shall provide the Contract Manager with copies of

current DMV registrations for Contractor-provided Service Vehicles and provide updated registrations throughout the duration of this Contract.

The County does NOT commit to replacing the existing County Service Vehicles, or to replacing any Contractor-provided Service Vehicles with County Service Vehicles. However, the County may do so at its discretion.

As required by the California Air Resources Board, any new Service vehicle introduced into Service shall be low emission alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline.

d. Support Service Vehicles

The Contractor shall provide all other Service Vehicles necessary for adequate supervisory, maintenance, and support in providing the Service. These Service Vehicles shall be in good operating condition and appearance. These Service Vehicles shall be provided at no additional cost.

e. Supplemental Taxi Service

The Contractor may provide supplemental taxi service, as necessary, to ensure on-time performance. Supplemental taxi service may also be used in the event that Service Vehicles are out-of-service for the day and return trips have not been completed.

2. General Terms for Paratransit Vehicles

Contractor shall acknowledge the receipt, condition, and working order of any County Service Vehicles and equipment. This acknowledgement applies to County Service Vehicles and equipment received at start of Service as well as those subsequently added to the fleet.

Contractor shall maintain all Service Vehicles, related accessories, equipment, and facilities required per this Contract in good order and in a condition satisfactory to the Contract Manager. Upon request by Contract Manager, reports regarding the Service Vehicles' condition, operation status, complaints, or other relevant information pertaining to the Service shall be forwarded to the Contract Manager. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

In the event that one of the County Service Vehicles assigned to the Service breaks down, the Contractor shall provide the necessary spare

Americans with Disabilities Act (ADA) - compliant Service vehicle(s) equipped with air conditioning and lift equipment within 30 minutes. The spare Service vehicles shall be similar in kind to the County Service Vehicles being used in this Service or as specified in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. The cost of the spare Service vehicles shall be included in the Contractor's overall Service operating costs. The Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including, but not limited to, the California Highway Patrol (CHP), the California Air Resources Board, South Coast Air Quality Management District, and ADA.

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. The Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing the Service as specified in this Contract.

Upon termination or suspension of this Contract, the Contractor shall return and deliver all County Service Vehicles, equipment, and all other peripheral equipment to the County (date, time, and address to be specified by the Contract Manager) with no deferred maintenance or damages with the exception for reasonable wear and tear.

Contract Manager may inspect Service Vehicles, equipment and all other peripheral equipment prior to the Contract's termination to assess condition of the Service Vehicles and equipment. The Contractor shall be responsible for performing all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until Contractor completes repair or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies within the time specified by Contract Manager.

Contractor shall, at its sole expense, repair or replace any County Service Vehicle and/or equipment, which may be damaged or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause. If the equipment is to be replaced by the Contractor, it shall be with a County-approved exact duplicate or as stipulated by the County. In lieu of a replacement Service Vehicle or equipment, the County may accept, at the Contract Manager's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the original cost of the Service Vehicle for any total loss within the first 90 days that a new Service Vehicle is placed into service.

The County's Net Book Value of Service Vehicles shall be based upon the straight-line depreciation over the years of useful life, from the date of final sale through the date of loss (DOL). Salvage value, if any, will be determined by the market value of the damaged asset at the DOL, as determined by the County, and will be credited to the Contractor. The original cost of the new Service Vehicle(s) is to be used as the basis for depreciation. All payments shall be made within 90 calendar days of DOL. Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

Should Contractor-provided Service Vehicles be required, the Contractor shall supply a sufficient number of adequate Service Vehicles, all well maintained and in good and clean condition. Their air conditioning and lift equipment shall be in good working order. The Contractor shall supply spare Service Vehicles in the event of a County Service Vehicle shortage, not exceeding a period of 48 consecutive hours, and substitute Service Vehicles in the event of a County Service Vehicle shortage exceeding a period of 48 consecutive hours.

Contractor shall supply a two-way communication dispatch system in all spare and substitute Service Vehicles to ensure a consistent fulfillment with the terms of this Contract. Shortages may occur when County Service Vehicles are out-of-service for repairs or when Service Vehicles are in the process of being replaced or if demand has exceeded the availability of County Service Vehicles.

Further, the Contractor shall actively monitor its compliance with the above-mentioned equipment requirements and shall at all times during the term of this Contract ensure that such requirements are satisfied.

3. Communication Equipment

Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC).

Contractor shall provide adequate two-way radio communication equipment for all Service equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and the Service Vehicles while in Service. As a supplemental communication system between the dispatch center and the vehicle operators, the use of hands-free mobile cell phones are permitted.

Contractor shall be responsible for the proper maintenance of said equipment on all Service Vehicles and shall comply with all applicable Federal statutes and regulations in connection with such use.

The Contractor shall be responsible for the licensing of radio communication equipment. Citizen's Band communication equipment is not acceptable.

For the convenience of residents telephoning to make reservations, the Contractor shall provide a multiline telephone service with a feature to queue incoming calls. This feature will answer all calls by the fourth ring and provide call-in patrons with their estimated wait time and or their position within the queue.

4. County Telephone Number

Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number (323) 563-5653.

5. Dispatch Software and Advanced Vehicle Electronics

Contractor shall deploy a comprehensive dispatch system. The required system shall process each of the following elements (hardware and software):

- a. A comprehensive and integrated dispatching software (e.g. "Trapeze"). This software shall:
  - i. Take inputs (pick-up locations) and provide the optimal routes with schedules, based on available vehicles.
  - ii. Dynamically adjust with changes or new inputs (new pickups, cancellations, etc.)
  - iii. Provide management/performance reports.
- b. Mobile Data Terminals (MDT) shall be installed in each Service vehicle to collect real time schedule and passenger information. This is the interface for the driver to both receive and input information. This shall be integrated and interfacing with the dispatching system in real-time.
- c. Global Positioning Satellite (GPS) receivers shall be installed in each Service vehicle; if a portable system is used; one GPS receiver is assigned to each Service vehicle. This is to provide real time location of the Service vehicle and shall be integrated and interfacing with the dispatching system in real-time.

The dispatching software shall be integrated with both the MDT and the GPS receivers installed in each Service vehicle. The dispatching software must be able to sort patrons by specified area.

The Contractor shall equip Service vehicles with MDT and GPS at its own expense. The Contractor shall remove its equipment from the County Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above.

The Contractor's failure to implement the dispatch software and the MDT and GPS by the deadline may be grounds for the contract termination or suspension of the Contract at the County's discretion based upon progress made to date.

6. Automated Vehicle Locator (AVL) Devices

The County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain GPS functionality along with remote diagnostic information. These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc.

Once installed, the AVL device does not require servicing/maintenance. Therefore, the AVL device is not to be handled or adjusted in any way by the Contractor. If the County installs these AVL devices on the County Service Vehicles, it will be the Contractor's responsibility to ensure that the devices are not disconnected, damaged, or removed. If the device is damaged, lost, or stolen, the Contractor shall be responsible for the cost to replace and install the lost or damaged unit. The device shall be replaced within two weeks of the date of loss/damage unless otherwise approved by the County due to unforeseen circumstances. The device shall be provided and installed by a County approved vendor.

Contractor is responsible for ensuring that installation of these AVL devices does not violate any collective bargaining agreements between Contractor and its employees, and shall hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

7. Internet Access and E-Mail

The Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. The Contractor shall provide unique e-mail addresses for the Program Manager and the Maintenance Manager. The Contractor shall provide the County with these e-mail addresses before Service begins.



The Contractor is given 30 calendar days from the notice that it has been awarded the Contract to purchase, install, train, and fully implement an Internet access and e-mail system as described above.

The required periodic items and other communication, including the monthly reports, identified in this Contract, may be done through e-mail for convenience and timeliness. To the maximum extent possible, all of the Contractor reports (even items transmitted by mail or personally delivered) shall also be transmitted to the County electronically.

8. Office Staff Computer Skills

The Contractor shall ensure that staff assigned to this Contract are familiar with the Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, and Microsoft Outlook) and/or their equivalent. Staff shall possess the required skills to create, edit, and transmit data supplied in the above Microsoft Office Professional software formats or their equivalent.

9. Business Contact Telephone Number

The Contractor shall provide County with a business contact telephone number that shall be answered by a live person during Service operating hours. The person answering the telephone shall be able to put the Contract Manager, or his/her designee, in contact with key management personnel in case of an emergency.

10. 24-Hour Contact Information

The Contractor shall maintain a 24-hour emergency contact system that utilizes a pager, cellular telephone, management telephone tree, or other means to contact a manager 24 hours per day and 365 days per year. The Contractor shall provide Contract Manager with information on how to contact a manager through the emergency contact system before the Service begins. A manager shall contact the Contract Manager within one hour after being so requested, including during non-business hours. This manager shall be able to address operational issues in case of an emergency.

G. Vehicle Storage, Maintenance, and Fueling Facilities

The County will not provide any storage or maintenance facilities for the Contractor.

The Contractor shall provide appropriate vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of both Service Vehicles and equipment. The facilities shall include:

1. An enclosed workspace sufficient to allow maintenance personnel to repair Service Vehicles and be protected from the weather.
2. A concrete shop floor capable of withstanding the maximum weight of Service Vehicles.
3. A security-fenced, paved, and lighted area for overnight Service Vehicle parking with adequate spaces for all Service Vehicles.
4. A compressed air supply.
5. Tire changing equipment.
6. Battery maintenance equipment and spare batteries.
7. Vehicle lubrication equipment.
8. All tools and equipment necessary to perform required preventive maintenance activities.
9. All tools and equipment necessary to service vehicles, to perform component adjustments, and to make mechanical repairs.
10. Equipment necessary to wash and clean vehicles in accordance with this Contract.
11. Adequate secured storage area for tools, equipment, and parts.
12. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standards Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest Service vehicle six feet above the floor for maintenance purposes.
13. Fueling facilities are the responsibility of the Contractor. The Contractor shall make appropriate arrangements to fuel Service vehicles before or after scheduled service hours. Each vehicle should start the day with a full fuel tank to avoid the need of refueling during service hours. The fueling should be completed early enough so that an early pickup may be accommodated at the start of service.
14. Fueling facility and ability to provide liquefied petroleum gas (LPG) or compressed natural gas (CNG) if vehicle specified and/or when County purchases new vehicles. It is acceptable for Contractor to obtain CNG fuel off-site.

H. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All Service Vehicles, vehicle equipment, and any other equipment necessary to provide this Service, shall be maintained by the Contractor to acceptable appearance standards and in good repair and in a condition satisfactory to the Contract Manager and in accordance with the manufacturers' recommended maintenance procedures, as well as with applicable Federal and State regulations. Contractor shall maintain a "Satisfactory" California Highway Patrol (CHP) terminal inspection rating throughout the life of this Contract.

If the Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps to be taken to correct each deficiency.

Failure of the Contractor to take the necessary actions to improve their terminal inspection rating to a "Satisfactory" rating within six months of receiving a rating below "Satisfactory" shall be grounds for termination or suspension of the Contract. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide the Contractor with the written manufacturer's warranty, if any, for each County Service Vehicle. The Contractor shall become the County's designated warranty agent for all County Service Vehicles provided for Service. The Contractor shall be responsible for ensuring that the Service Vehicle manufacturers and all component manufacturers perform or reimburse the Contractor for all work and parts that are covered under warranty.

The Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. The Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all Service Vehicles used in this Service using Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. The Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to the Contract Manager upon request. The Contract

Manager may remove Service Vehicles from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all Service Vehicles shall be kept free of litter and debris to the maximum extent practicable throughout the operating day. Service Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of Service Vehicle interiors shall not be allowed. A minimal amount of soap/cleaning solution and/or water shall be utilized. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all Service Vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions, and grab rails.

All foreign matter, such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery.

If seat upholstery has been damaged, the Service Vehicle shall not be returned to revenue Service until it has been repaired. The Contractor shall replace seat covers and/or seat boards that are worn or damaged and cannot be professionally repaired using materials that are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned weekly or more often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of Service Vehicles are kept free of rodents, insects, vermin, and pests at all times while in operation and shall take such steps as are necessary, at Contractor's expense, to exterminate said pests in the event that they occur in the Service Vehicles.

b. Service Vehicle Exterior

The exteriors of all Service Vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. The exterior washing shall include Service Vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as, tires, bumper fascia, fender skirts, and door edge guards, etc., shall be cleaned and treated with a preservative at least once per month or as necessary to maintain an attractive appearance.

The Contractor shall be responsible for maintaining the artwork and decals on the exterior of the Service Vehicles.

c. Fumes

At all times the interior passenger compartments of Service Vehicles shall be free of fumes from the engine, engine compartment, and exhaust emissions system of Service Vehicles.

d. Graffiti

The County has a zero tolerance policy for graffiti. Any Service Vehicle that is vandalized with graffiti shall be removed from revenue Service. The Service Vehicle shall not be returned to Service until the graffiti has been completely removed by the Contractor.

4. Daily Pre-trip and Post trip Service Vehicle Inspection and Servicing

Prior to being placed in Service each day, each Service Vehicle shall receive a daily pre-trip inspection by the operator. At the end of each day, each Service Vehicle shall receive a daily post trip inspection by the operator.

Contractor's daily Pre-trip and Post trip Service Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by the Contract Manager, and at a minimum, shall include all items from Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist. The daily pre-trip and the post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service Vehicles. Daily pre-trip and post trip inspections shall also include physical operation of the wheelchair lift or ramp to ensure ADA-compliance. Prior to the next pullout, the Contractor shall repair or replace any Service Vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each Service Vehicle operator performing the daily pre-trip and post trip inspections shall be required to fill out an inspection report form and turn it in to the Maintenance Manager. A record of all such inspections shall be kept by the Contractor and shall be submitted to County upon request.

Contractor shall perform daily servicing on all Service Vehicles used in the Service. Daily servicing shall include, but is not limited to, checking and adding fuel, engine oil, coolant, water, and transmission fluid; performing brake, light, and flasher checks; inspecting tires and tire pressure; inspecting wheelchair lift or ramp; interior sweeping and dusting; exterior and interior visual inspection; and the checking of all Service Vehicle performance defects reported by the driver(s) to identify potential safety and reliability items requiring immediate attention.

Contractor shall document the daily servicing on the daily Pre-trip and Post trip Service Vehicle inspection reports in a written checklist format (example shown in Exhibit K.1, Driver's Daily Vehicle Report).

5. Wheelchair Lifts or Ramps

Contractor shall inspect, maintain, and repair wheelchair lifts or ramps to assure safe and proper operation and to ensure ADA compliance. Wheelchair lifts or ramps shall be fully operational whenever a Service Vehicle is used in Service. It is unlawful to assign Service Vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. Contractor's duty and responsibility to maintain all Service vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of the Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by the Contractor on all Service Vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements. All parts, except for the two-way radio, GPS Receivers, and (MDT) installed by the Contractor on County Service Vehicles shall become the property of the County.

c. Service Vehicle Damage

Contractor shall, at its expense, cause any Service Vehicle damaged, as a result of an accident or otherwise, to be replaced or repaired immediately in case of damage impairing the proper and safe mechanical operation of the Service Vehicle. All other Service

Vehicle damage resulting from any accident, or otherwise, shall be repaired within two weeks or as otherwise required by Contract Manager, law, or regulation. If the Contractor cannot complete the work within the time specified, the Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. At Contract Manager's sole discretion the deadline may be extended. Contractor shall log and keep an accurate and up-to-date record of all Service Vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (see Exhibit M, Preventive Maintenance).

Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by the Service Vehicle manufacturer's maintenance specifications. This window of 500 miles cannot be added to successive maintenance intervals. For instance, if the Service Vehicle manufacturer recommends maintenance at a 3,000 mile interval, then the Contractor would be allowed to perform the preventive maintenance at 3,000 miles plus or minus 500 miles; 6,000 miles plus or minus 500 miles; etc.

All scheduled and preventive maintenance shall be completed in a timely manner, and the Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each Service Vehicle indicating the date each inspection took place, a description of all work done to the Service Vehicle, the parts and supplies used, employee identification, signatures of the mechanics who performed the work, and the maintenance supervisor who inspected the work. PMI reports shall be submitted along with monthly service invoice.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of the schedule.

Contractor shall not defer maintenance for reasons of shortage of maintenance staff, parts, equipment, or operable Service Vehicles, nor shall Service be interrupted due to lack of prior written consent to perform maintenance.

e. Brake Inspection/Adjustment

Brake inspections and adjustments on all Service Vehicles shall be performed at intervals that ensure the safe and efficient operation of the braking system. Detailed brake inspections on brake systems shall occur every 30 calendar days or more frequently in accordance with the number of miles the Service Vehicle was in operation since the prior inspection. In addition, visual inspections of the brake systems shall occur weekly and be recorded as part of the maintenance records.

f. Heating, Ventilation, and Air Conditioning

The Heating, Ventilation, and Air Conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times while the Service Vehicle is in Service.

The Contractor shall maintain the Service Vehicles' HVAC system in an operable condition at all times throughout the year.

g. Spare Parts

The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to maintain Service Vehicles in operating condition at all times.

h. Service Vehicle Towing

In the event that towing of any Service Vehicle is required due to mechanical failure, damage, or any other reason, Contractor shall be responsible to provide such towing at Contractor's sole expense.

Contractor shall ensure that the requirements and procedures for towing Service Vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is the Contractor's responsibility to directly supervise the subcontractor.

7. Service Vehicle Maintenance Record Keeping

Contractor shall maintain an up-to-date maintenance file for each Service Vehicle containing, at a minimum, the following information:

- a. Make
- b. Model
- c. Serial Number/County Fleet Number



- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. PMI Reports
- h. Daily Pre-trip Service Vehicle Inspection Reports
- i. Daily Post trip Service Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

The Contractor shall make available and submit the entire file to Contract Manager, the CHP, and/or other regulatory agency upon a request to do so at any time.

8. Applicable Service Vehicle Codes and Regulations

All Service Vehicles utilized in Service shall be maintained in a safe condition for operation on public streets and freeways and meet all the requirements in the California Vehicle Code for a paratransit (Dial-A-Ride) Service Vehicle as applicable. All parts of Service Vehicles and all equipment mounted on or in Service Vehicles shall conform to the California Vehicle Safety Standards and the California Code of Regulation (CCR), Title 13.

Contractor shall comply with the CHP Motor Carrier Safety Regulations provided in Title 13, Division 2 of the CCR. Each Service Vehicle is required to be available to be inspected annually by Contract Manager and/or by the CHP. The Terminal Manager's Compliance Checklist Exhibit N.1, is provided as guidance. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than the County. The results of inspections shall be provided to Contract Manager within one business day, and any applicable signed certification shall be displayed or carried on the Service Vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and inform Contract Manager of correction.

I. Fares

The Contractor shall charge a fare of 50 cents per one-way ride for the Service. The escorts for persons with disabilities shall not be charged a fare.

All fares shall be retained by the Contractor to partially finance the cost of Service and shall be subtracted from the monthly invoice for the Service. The monthly revenue amount is subject to audit and shall be reported in the monthly statement to Contract Manager. The Contractor shall, upon request of Contract Manager, accept passes or vouchers issued by the County in lieu of the cash fare specified herein. The County may alter the fare to be charged and the Contractor shall adhere to any changes to the fare structure.

J. Fare Security

The Contractor shall be responsible for the protection of fare box revenues. The Contractor shall establish and maintain fare collection and security policies and procedures, subject to the approval of the County. The Contractor shall keep an accurate accounting of all revenue received as the Contractor shall be held responsible for any lost, stolen, or uncollected revenue. The Contractor shall conduct or assist in any investigation of revenue security as determined necessary by the County.

K. Rates and Compensation

Unless otherwise provided for herein, the "Vehicle Rate" and the "Supplemental Rate" shall cover all Contractor costs for the Service to be provided pursuant to this Contract.

1. County Service Vehicles

For County Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with County Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County Service Vehicle monthly rental fees of \$1.00 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of the Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

2. Contractor-Provided Service Vehicles

The Contractor may be instructed by Contract Manager to provide and/or operate additional and/or substitute Service Vehicle(s) for this Service in the event demand for the Service exceeds the capacity provided by County Service Vehicles. Increased demand may result from an increase in ridership and/or Service Vehicle shortage. Shortages may occur when Service Vehicles are out-of-service due to maintenance, repair, replacement or other reasons that are beyond the Contractor's control. The substitute Service Vehicles provided by the Contractor are to be approved by Contract Manager prior to being placed into Service.

For Contractor-provided Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with Contractor-Provided Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 2, hereinafter referred to as "Contractor-Provided Service Vehicle Rate;" ii) less fares; and iii) less any and all liquidated damages pursuant to this Contract. Service Vehicle Revenue Hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Revenue Hours shall be subject to review and approval of the Contract Manager, as needed, to provide the Service described in Exhibit G.1, Service Requirements and Area Maps.

3. Coordinated Service Vehicles

In the event that the Contractor uses Contractor-provided Service Vehicles to coordinate rides with other jurisdictions or programs during the Service hours specified in Exhibit G.1, Service Requirements and Area Maps, the Service Vehicle Revenue Hours between those jurisdictions shall be prorated as follows: the County's share of the Service Vehicle Revenue Hours for the Contractor-Provided Service Vehicle(s) will be determined by dividing the number of County riders to the total number of riders on the Contractor-Provided Service Vehicle(s), and multiplying it by the number of Service Vehicle Revenue Hours where the Contractor-Provided Service Vehicle(s) transported County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of Service Vehicle Revenue Hours.

4. Supplemental Taxi Service

The County will pay the Contractor on a monthly basis an amount equal to the number of taxi service miles provided with supplemental Service Vehicles times the taxi service mile rate, hereinafter referred to as "Taxi Rate." Taxi Service miles are defined as the actual miles traveled from the point of pickup to drop-off destination. The Taxi Service mile rate for the term of this Contract is reflected in Form PW-2, Schedule of Prices.

5. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the Vehicles in the fleet that use gasoline. There will be no adjustment for vehicles that use propane. Rate adjustments for other alternative fuels are subject to Contract Manager approval.

In addition to items 1, 2, 3, and 4 stated above, the Director may adjust up to 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at [https://www.eia.gov/dnav/pet/PET\\_PRI\\_GND\\_DCUS\\_SCA\\_M.htm](https://www.eia.gov/dnav/pet/PET_PRI_GND_DCUS_SCA_M.htm) or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment.

The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation in the Schedule of Prices (PW-2). Public Works shall be permitted to audit the Contractor's fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing the Service and the Contractor shall provide records pertaining to its fuel costs upon the County's request. Contractor shall immediately notify the County if the Contractor changes from purchasing fuel using market prices, to a long-term agreement for fuel purchases.

Following sample data will be used to calculate sample calculation of fuel adjustment:

Sample Calculations for Purchasing Fuel at Market Prices

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2016

Contract start date: July 2017

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2016	345.02 cents per gallon
Gasoline (Regular) - April 2017	383.23 cents per gallon
Percent change in Gasoline	11.1% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for July 2017	$\$35.00 + \$0.39 = \$35.39$

Sample Calculations for Purchasing Fuel Under Long-Term Fuel Supply Agreement

Hourly Rate from PW-2, Schedule of Prices: \$35.00

Proposal due date: December 2016 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: July 2017

Renegotiation of Fuel Price: January 2017 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2016	300.00 cents per gallon
Gasoline (Regular) - January 2017	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for January 2017	$\$35.00 + \$0.29 = \$35.29$

L. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which the Contractor is not compensated under the aforementioned rate. County shall allow Contractor to pass through the amounts necessary to cover the following specific items only if Contract Manager has authorized the work in

writing prior to Contractor's initiation of work for the item(s). Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

1. Engines/Transmissions/Differential Units (County Service Vehicles Only)

County recognizes that during the term of this Contract, engines, transmissions, and/or differential units of County Service Vehicles, that are no longer under warranty, may have to be rebuilt or replaced. If Contractor determines that an engine, transmission, and/or differential unit requires rebuilding or replacement, Contractor shall notify Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reason for such a determination. After inspection by Contract Manager, Contract Manager may direct Contractor in writing to proceed with work. Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County. Labor costs associated with the removal and replacement of engines, transmissions, and differential units, including associated replacement of attachment devices, gaskets, seals, etc., are the responsibility of Contractor and are not eligible for reimbursement.

Please note that if the Contract Manager determines that the damage to engines, transmissions, and/or differential units were caused or were the result of negligence or lack of action (including timely preventive maintenance and warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

2. Air Conditioning Units (County Service Vehicles Only)

The County recognizes that during the term of this Contract the air conditioning compressors, used in County Service Vehicles equipped with air conditioning systems utilizing refrigerant, may be prone to failure. If the Contractor determines that an air conditioning compressor, and/or compressor clutch unit, requires replacement due to operational failure of said compressor, the Contractor shall notify the Contract Manager immediately after making such determination and, subsequently, in writing, detailing the reasons for such a determination. After inspection by the Contract Manager, the Contract Manager may direct the Contractor in writing to proceed with the recommended work. Only the cost of the parts, as approved by the Contract Manager, will be reimbursed by the County.

Labor costs associated with the removal and installation of the air conditioning compressor/clutch unit, filter and refrigerant (in addition to part repairs) are the responsibility of the Contractor and are not eligible for reimbursement.

Please note that if the Contract Manager determines that the damage to the air conditioning compressors and or compressor clutch unit were caused or were result of negligence or lack of action (including timely preventive maintenance and warranty lapses) by the Contractor the costs associated to make such repair(s) will not be eligible for reimbursement.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor-provided Service Vehicles per County's request.

Should a County Service Vehicle require a complete exterior repaint and/or decaling due to normal wear and tear as determined by Contractor, Contractor shall notify Contract Manager in writing detailing the reasons for such a determination. After inspection by Contract Manager, Contract Manager may direct the Contractor in writing to proceed with the work. Contractor will only be permitted to pass through to the County only costs related to the repaint and/or graphics/decals.

If the County Service Vehicle is in an accident, all costs associated with the vehicle repair, in order to restore the vehicle to County specifications, shall be the responsibility of the Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that Contract Manager determines was caused or attributed to the negligence or lack of action by the Contractor will not be eligible for reimbursement. All work related to the pass-through costs shall be approved in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

If Contractor believes that a County Service Vehicle may require a complete mechanical overhaul, and/or rehabilitation, that is not covered by the Service Vehicle's warranty, Contractor shall notify Contract Manager in writing in order to ensure that any work performed on County Service Vehicles meets or exceeds County's specifications and/or requirements. In such instances, County will inspect the vehicle and make a determination of work to be accomplished. Contractor shall then obtain the services of a known and qualified facility equipped to perform the work necessary as part of County's assessment.

The facility shall employ mechanics properly certified in order to perform the necessary work. County reserves the right to inspect and approve the facility where the work shall be performed and the right to perform

preproduction, on-time, pre-delivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle. After the completion of the overhaul and/or rehabilitation of the County Service Vehicle, Contractor shall invoice County for such work along with all necessary and required documentation, as determined by Contract Manager. Contractor shall withhold 5 to 10 percent of the total amount due to the selected facility until Contract Manager's final acceptance of the vehicle.

The final acceptance will be made after the County Service Vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percentage of the withholding fee and the time period applicable in each instance. County will withhold the applicable percentage from the amount due to the Contractor until the County Service Vehicle passes the testing period. Contractor shall invoice the County for any remaining balance after Contract Manager's final acceptance of the vehicle.

Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. AVL Devices (County Service Vehicles Only)

If an AVL device installed on a County Service Vehicle malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County will be responsible for the cost of replacement.

6. Other Pass-Through Costs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to County Service Vehicles that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs for items not specifically mentioned above, the Contractor shall present the required scope of work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval of the work to be performed, in writing, prior to commencing any work.

M. Monitoring and Auditing Service

1. Monitoring Service

In order to document the Service, Contractor shall maintain all Service records as requested by County and as required for good business practices. Contractor shall monitor the Service, schedules, and ridership



in a method approved by County. Based on this monitoring, Contractor shall indicate the need to maintain, reduce or increase the hours of operation or the frequency of operations.

County shall have the right to have authorized County personnel board, at no cost to the County, all Service Vehicles utilized by the Contractor in the performance of this Service for the purpose of monitoring the Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to this Service or the Contractor's operation of any similar service upon request by the County and approval by the other agency. All Service records prepared by Contractor shall be owned by County and be made available to County at no additional charge.

County, or any person authorized by County, shall at all times have access and the right to inspect Contractor's equipment and facilities utilized in the performance of this Contract.

3. Surveys and Questionnaires

Additional documentation of this Service may be provided through passenger surveys. These surveys may be administered by authorized representatives of County or by Contractor if so requested by Contract Manager. It is the responsibility of the Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work, including the distribution of survey questionnaires, etc.

N. Personnel

County shall have the right to demand removal from the Service, for reasonable cause, any personnel furnished by Contractor. Contractor shall not, absent prior written notice to and consent by County, remove or reassign any of the key management personnel, such as the Project Manager or Maintenance Manager, as described below, at any time prior to or after the execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with public to give courteous, accurate information concerning Service. Contractor shall require that all personnel report all passenger complaints and/or operational problems to the Project Manager, as described below. The Contractor shall maintain a daily diary (log) for this purpose and shall be subject to inspection by County.

Upon notice from County concerning the conduct, demeanor, or appearance of any person in the employment of Contractor not conforming to the provisions

contained herein, Contractor shall take all steps necessary to remove or alleviate the cause of concern.

1. Project Manager

The Contractor shall designate a Project Manager who has a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies) whose responsibility shall be to oversee the day-to-day operations of the Service. Project Manager shall have full authority to act for Contractor and shall be reachable via office or cellular telephone during the hours of Service.

Project Manager shall provide both On-Line Supervision and Service Management of the Service's accounts and operating records. Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use the Microsoft Office Professional suite of programs (Microsoft Word, Microsoft Excel, and Microsoft Outlook) and/or their equivalent. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project Manager and Contract Manager, the Contractor shall not appoint any other agent to communicate with the County regarding this Contract except with the express written consent of the County which consent is at the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. On-Line Supervision

On-line supervision shall include, but is not limited to, the following duties:

- i. Training and scheduling of all regularly assigned Service personnel.
- ii. Arranging the assignment of quality back-up personnel whenever necessary.
- iii. Distribution and collection of operating reports.
- iv. Daily monitoring of ridership and the collection of all fares.
- v. Supervision of all Service staff to ensure the provisions of quality service meet or exceed the requirements of this Contract.

b. Service Management

Service management shall include, but is not limited to, the following:

- i. Preparation of monthly summaries of operations data on a per Service Vehicle basis.
- ii. Maintenance of Service accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete service, etc.
- iv. Responsibility for the complete operation of all County Service Vehicles and Contractor-provided Service Vehicles, including all ancillary equipment, e.g., wheelchair lifts, air conditioning, fare boxes, schedule holders, destination signs, etc.
- v. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the County in a timely manner.

2. Road Supervisor

The Contractor shall employ a minimum of one Road Supervisor who shall be reachable by Project Manager via office or cellular telephone during the scheduled hours of Service.

Road Supervisor duties include, but are not limited to, the following:

- a. Ensure quality service delivery on a regular basis;
- b. Facilitate fleet deployment while performing pre-trip and post trip inspections;
- c. Monitor and document on-time performance;
- d. Provide extensive field support in an effort to minimize service interruption;
- e. Address specific service problems and service interruptions; and
- f. Complete specific services, as requested.

3. Telephone Reservation and Dispatch Personnel

The Contractor shall employ telephone reservationists and dispatching personnel with excellent customer service skills. Special care and attention shall be made to recruit and continuously train staff on the

methods required when working with seniors and persons with disabilities to meet the requirements specified in this Contract.

4. Office Personnel

Contractor shall employ personnel during Service operating hours to answer inquiries from the public and respond to complaints regarding the Service. Office personnel shall have an e-mail address and have access to a computer during Service hours. Furthermore, office personnel shall be able to use the following three Microsoft Office Professional suite programs: Microsoft Word, Microsoft Excel, Microsoft Outlook, and/or their equivalent. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

Contractor shall employ personnel to monitor the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience collecting National Transit Database (NTD) information for a community Dial-A-Ride service located within the County of Los Angeles.

Their duties shall also include, but are not limited to, the preparation of daily, weekly, monthly, biannual, and annual reports required by the County.

5. Office Personnel - Training Program

Office personnel, including, but not limited to, telephone reservationists and dispatchers, must complete training before they begin to work with customers independently and must receive periodic refresher courses. The Contractor is responsible for having or developing a training program that includes at a minimum of the following topics:

- Customer Service
- Telephone Etiquette
- Proper Handling of telephone inquiries
- Dealing with difficult situations
- Sensitivity training for working with persons with disabilities
- Sensitivity training for working with the elderly

- Reservations
- Dispatcher training
- Project Management training

The Contract Manager will review and must approve Contractor's training program. All training material must be submitted to Contract Manager upon request.

The training program submitted for the Contract Manager's review must include samples of the training material for each topic listed above and any other training material Contractor will use for topics not listed. It must identify the trainer and provide their job title. The training program must include a schedule indicating the frequency of training and refresher sessions. Contractor is responsible for maintaining records of all training provided to each employee during the duration of this Contract. Contractor will notify Contract Manager with any changes, deletions, or additions to the training program within three working days. The Contract Manager has the right to reject changes.

This training, in full or in part, may be given to other staff in addition to mandatory training programs applicable to their duties that are conducted by "certified" instructors and are required to meet all Federal, State, and local requirements and standards as specified in this Scope of Work.

## 6. Service Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate Service vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to the Service vehicle operators.

### a. Operator Recruitment and Selection

Contractor shall review a current California Department of Motor Vehicles (DMV) report on all applicants who would operate or maintain Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence" or any other information that warrants rejection..

Contractor shall check California DMV records (Pull Notice Program) at least every six months, beginning at the start of Service, for accidents, Vehicle Code violations, and valid commercial driver's licenses of those employees whose job

requires them to operate any Service Vehicle. Contractor shall notify County within five business days of the results of said checks and corrective actions taken, if any.

Contractor shall join the Pull Notice Program, whereby Contractor shall be notified of any activity on a vehicle operator's or mechanical staff's driving record. Any Service Vehicle operator or mechanical staff exceeding the California DMV point system, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

Contractor shall be responsible for each Service Vehicle operator in meeting the following requirements. All Service Vehicle operators shall:

- i. Have a valid California Class B driver's license (with a minimum of a "P" endorsement) and a valid medical examination certificate, ADA training, nondiscrimination training as well as any other required licenses or endorsements required by Federal, State, and local regulations. A Service Vehicle operator who does not pass the medical examination, shall not be permitted to operate a Service Vehicle.
- ii. Assist passengers confined to wheelchairs in boarding Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
- iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and skirt/slacks or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Service Vehicle operators shall display their name tag/badge.
- iv. Assist passengers who have difficulty negotiating the steps of the vehicle.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation (CPR) and first-aid training at all times during Service Vehicle operations.

c. Operator Training

The Contractor shall be responsible for all Service Vehicle operator training. The Contractor's training programs shall be conducted by a "certified" instructor and meet all Federal, State, and local standards. At a minimum, the training program shall include the following:

- i. Proper operation of the Service Vehicle to be used in Service, including defensive driving and Service Vehicle handling. Proper operation of Service Vehicles equipment wheelchair lifts/ramps/tie-downs, communication equipment, and other equipment to be used on Service Vehicles.
- ii. Training in passenger relations, ADA, nondiscrimination requirements, fare collection, the Service area, schedule orientation, and on-time performance requirements. In addition, drivers shall be trained in the use of any special vehicle electronics including, but not limited to, the Advanced Vehicle Information (AVI) system's Mobile Data Terminals (MDT), Advanced Vehicle Locators (AVL), and the two-way radio communications equipment.
- iii. Ongoing customer service and safety program training to ensure a safe operating environment. Training shall place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer satisfaction. This education and training will include courtesy and empathy towards the needs of senior citizens and those with disabilities. This requirement pertains to relief Service Vehicle operators as well as regularly assigned Service Vehicle operators.
- iv. DMV regulations and company policies.
- v. Service area, fare structure, and attendant policies for escorts traveling with persons with disabilities or mental impairments.
- vi. Accident and emergency procedures and reports.
- vii. American Red Cross or County-approved equivalent training for CPR and first aid.
- viii. Regular and on-going formal safety instruction for all operating personnel assigned to perform any activities under this Scope of Work. Personnel shall be required to attend scheduled safety meetings at least four times per year.

- ix. Ongoing training programs as well as refresher training programs for its drivers. These regularly scheduled classes shall include various topics, including the areas of defensive and safe driving, emergency and/or crisis management, understanding work expectations, Terrorist Activity and Public Transit, and other relevant topics. Contractor shall submit an annual preplanned training schedule to Contract Manager. Contractor may be required to hold additional training on issues and/or subjects pertinent to the Service. Authorized County personnel will have the right to attend and/or audit any such Contractor training programs or classes.

## 7. Maintenance Personnel

Contractor shall supply a sufficient number of properly qualified maintenance personnel with the expertise to maintain and service all vehicles for Service. Contractor shall be responsible for the recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions with regard to the maintenance personnel.

Maintenance personnel shall be supervised by a designated Maintenance Manager, who shall have a minimum of three years of experience in maintaining similar fleets of paratransit vehicles. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-18.1, is Automotive Service Excellence (ASE) certified in in A5 ASE Automobile & Light Truck Brakes test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months, from the start of the Contract, to comply provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Automobile & Light Truck Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one (1)



ASE test area per ASE test cycle. Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, wheel chair lifts, bus electrical systems, etc. The training program is subject to review and input by County. The Contractor shall develop a formal training program necessary to maintain highly qualified, well-trained maintenance personnel and to keep abreast of new equipment and maintenance techniques.

In addition, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act - Motor Vehicle Air Conditioning, or possess the equivalent Automotive Service Excellence (ASE) Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency (EPA) approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time, if a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

8. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the suspension of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

O. Marketing and Advertising

County will routinely provide marketing, public relations, and advertising materials. Contractor shall place such materials on or in the vehicles as requested by County and shall distribute literature on Service Vehicles as

requested by County. The posting of Service-related notices shall be subject to prior approval by the Contract Manager.

Contractor shall not place any form of advertising inside or outside of any Service Vehicle unless directly authorized in writing by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Contract Manager. Proceeds of any advertisement shall be remitted to County.

P. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of persons with disabilities and senior citizen passengers.

If Contractor has knowledge that any Service Vehicle herein described will be nonoperational at any time during the Service, Contractor shall immediately notify Contract Manager and Contractor shall arrange for substitute equipment as approved by the Contract Manager. Contractor shall furnish a substitute vehicle subject to all the conditions of this Contract.

2. Service

Contractor shall provide Service as scheduled or according to any adjusted schedule established by County, including Service area modifications required as a result of a declared emergency. The Contractor shall strive to maintain on-time performance.

Contractor shall be required to attain certain levels of performance. Failure to achieve the performance levels, as outlined in this Contract, may result in assessed liquidated damages and potentially the termination or suspension of this Contract for default.

Contractor shall strive at all times to provide Service in a manner that will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service may conflict, the following standards are intended to be reasonably attainable to Contractor, fair to the customer, and consistent with the County expectations:

a. Ridership Per Hour

The Contractor, at a minimum, shall transport an average of  
3.5 passengers per hour

(total passengers/total Service Vehicle revenue hours) of Service Vehicle operations.

b. On-Time Service

Service shall be provided as scheduled or according to any adjusted schedule established by County, including service area modifications required as a result of a declared emergency.

However, Contractor will not be held responsible for the failure to provide on-time Service due to extraordinary weather or traffic conditions, road closures or detours, Service Vehicle malfunctions that are clearly beyond Contractor's control, naturally occurring disasters, or other reasonably unpredictable situations. Contractor shall provide sufficient documentation of each situation to County on a timely basis.

For scheduled service requests for each calendar month, 95 percent of all requests shall be picked up within 20 minutes after scheduled pickup time.

Maximum dwell time shall not exceed 10 minutes. An exception would be a customer who is within the eyesight of the Service Vehicle operator and is clearly making his and or her way to the Service Vehicle. The Director's expectation would be for the dwell time to be extended permitting the passenger to arrive and board the Service Vehicle.

c. Curb to Curb

Service shall be curb to curb. While the County's expectation is to provide this Service as a curb to curb type operation, if and/or when future governmental legislation and/or regulations are changed requiring a modification in operational mode from curb to curb, the Contract Manager will work with the Contractor to modify the Service as required.

3. Phone Wait Time

Contractor shall provide a telephone call sequencer, which provides statistical reports on phone calls. The sequencer shall answer calls by the fourth ring. Within 60 seconds of the sequencer answering the call, a live person shall answer 95 percent of all calls in each calendar month.

4. Length of Rides

Passenger trip lengths shall be kept to a minimum. In no event shall Service be scheduled such that a passenger is forced to remain on the

Service Vehicle for more than 59 minutes from the scheduled pick up point to the scheduled drop-off point.

5. Complaints

Complaints shall be resolved as soon as possible but no later than two business days after the complaint was received. In the event that a complaint is received by Contractor, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days regarding the Contractor's recommended action for resolving and preventing future such complaints.

Repeated and substantiated complaints of the same type may result in the assessment of liquidated damages and potentially the termination, or suspension of the Contract.

6. Road Calls

In the event of an In-Service breakdown of a Service Vehicle, the maximum response time for the substitute Service Vehicle to reach the patrons of the failed Service Vehicle shall be 30 minutes. All breakdowns shall be handled to ensure maximum availability of Service Vehicles.

Replacement Service Vehicles and/or drivers shall continue Service within 30 minutes. Replacement Service Vehicles shall be ADA-compliant. Failure to provide a replacement Service Vehicle and/or driver will be a material breach of contract and may be cause to terminate this Contract.

County reserves the right to establish additional criteria regarding the reliability of the response in the event of an In-Service Vehicle breakdown.

7. County Service Vehicles

If the Contractor has knowledge that any County Service Vehicle herein described will be non-operational for a period of more than 48 hours during the term of this Contract, the Contractor shall notify Contract Manager and Contractor shall arrange for substitute equipment, (spare Service Vehicle) as approved by Contract Manager. The Contractor shall furnish a substitute Service Vehicle subject to all the conditions of the Contract.

If Contractor operates other Service Vehicles, equipment, or facilities in conjunction with providing other services to be covered under this Contract, which have excess capacity, Contractor may utilize said Contractor-provided Service Vehicles, equipment, and facilities to partially or completely satisfy this Contract's requirements, except said Contractor-provided Service Vehicles, equipment, and facilities shall meet all

applicable provisions of this Contract and shall not create unreasonable inconvenience to the patrons to be served under this Contract, including, but not limited to, applicable provisions herein regarding response times to requests for service. Any such Contractor-provided Service Vehicle shall be acceptable to Contract Manager.

Contractor shall track trip request turndowns, on-time performance, and scheduled pickup time versus actual pickup time. This information shall be forwarded to Contract Manager upon request.

Q. Operation During a Declared Emergency

Upon declaration of any emergency by appropriate government representatives, County Sheriff is responsible for a number of transportation-related activities, including the development of emergency travel routes and the coordination with other agencies supplying common carrier services.

In the event of a declared emergency, Contractor shall cooperate with and deploy Service Vehicles in a manner described by the County Sheriff or local police. In addition, Contractor shall notify Contract Manager the same business day of the request to alter deployment of any Service Vehicle.

R. Special Service Operation to Support a Non-emergency

Contractor may be asked by Contract Manager to provide service in support of special events or community programs. Contractor shall provide this service pursuant to the terms of this Contract.

S. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of three years following expiration termination, or suspension hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Controller's Uniform System of Accounts for Public Transit Operators.

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate the productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County.

Operational reports shall include, but are not limited to, the categories described below. Reports shall be in the format provided by the County in Exhibit J.1-R.1. If a report format is not provided by the County, the Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form, indicating Service Vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time points, the number of passengers that boarded each Service Vehicle, the amount of revenue collected on each Service Vehicle, and the number of wheelchair boardings. The report shall be on a Service Vehicle and trip-by-trip basis for each Service Vehicle (Exhibit R.1, Daily Transportation Trip Sheet). The report shall be compiled for the period of a month and shall include a summary thereof. The summary shall include an indication of average daily passengers and passengers per hour. The summary shall indicate any trips that departed early or late in a format approved by County.

b. Monthly Service Reports

Contractor shall submit to the County a report that includes, but not limited to the following: ridership, actual number of Service Vehicle Revenue Hours, Service Vehicle Revenue Miles, total Service Vehicle Hours, total Service Vehicle Miles operated, safety/security incidents and fuel used (type and amount per Service Vehicle).

c. On-Time Service Report

Contractor shall submit a report on Service Vehicle on-time performance. The report shall include as a minimum a trip by trip Service Vehicle dwell time and on-time performance. Information shall be compiled and provided for each Service Vehicle on a daily basis for each monthly period and shall include a summary thereof. The report shall include date, patron's name, address, scheduled pickup, actual pickup, and in the window (Y/N). The summary

report shall include total number of trips on time, total late trips, total early trips, and the on-time performance ratio.

d. Reservation Telephone Reports

Contractor shall submit to County a monthly telephone log of the patron reservation system. This report shall include, at a minimum, the name of the patron, the date of the call, the time of day the call was received, the wait time on hold before the call was answered (remained in the wait queue) and the total length of time of the call once contact was made with a dispatcher. Information shall be compiled and provided on a daily basis for each monthly period and shall include a summary thereof.

e. Daily Pre-trip and Post Trip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each Service Vehicle to perform a daily pre-trip and post trip Service Vehicle inspection and daily Service Vehicle servicing as required herein. Each such inspection and servicing shall be documented on a report that shall be completed and signed by each Service Vehicle operator assigned to a Service Vehicle each day (an example is shown in Exhibit K.1, Driver's Daily Vehicle Report). The Daily Pre-trip and Post trip Service Vehicle Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination/suspension.

f. Weekly Maintenance Inspection Report

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor as well as being submitted to the County. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination/suspension.

g. Missed Trip Report

A trip is considered missed when the Contractor fails to pick up the scheduled rider. A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be specified, along with the dates and times, Service Vehicle number and trip number, and the affected total revenue miles and hours.

h. California Highway Patrol (CHP) Reports

Contractor shall provide County with copies of all CHP inspection reports within 24 hours of receipt.

i. Passenger Complaint Reports

Project Manager shall document passenger concerns, problems, and complaints and describe any action taken to resolve these issues. Copies of said documentation shall be submitted to Contract Manager by the business day following identification of the problem or receipt of any passenger complaint. Contractor shall submit to Contract Manager a summary of passenger problems, concerns, and complaints no later than the 15th day of the following month. In the event that there were no passenger problems, concerns, or complaints received for the previous month, a written statement of this fact may be submitted to the County in place of a monthly report no later than the 15th day of the following month.

j. Operational Problems, Safety Concerns, and Deficiencies

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported to Contract Manager by telephone within one hour of its occurrence.

In addition, Contractor shall submit a written report to Contract Manager describing any operational problems or complaints and action taken within two business days following identification of such problems or complaints.

k. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service Vehicles. The monthly summary shall include the date, Service Vehicle number, location, operator, and accident description, including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 Service Vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report, per Exhibit L.1, DPW Vehicle Accident or Incident Form, to the Contract Manager.

**In the event of an emergency during after hours, Contractor shall call the Public Works radio room at (626) 458-HELP.**



Contractor shall notify County within 24 hours of any of the following accidents/incidents:

- i. Collisions between a Service Vehicle and another Service Vehicle, person, and/or object.
- ii. Passenger accidents, including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, fainting, sickness, deaths, assaults, etc.
- iv. Any accidents witnessed by the Contractor's operator(s).
- v. Vandalism to Service Vehicle.
- vi. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against Contractor and/or County.
- vii. Any passenger, driver, supervisor, or Service complaint that arises from an accident. If the accident/incident involves injuries or extensive property damage, County shall be notified immediately (regardless of hour or day).
- viii. After each traffic accident or incident involving a County Service Vehicle, Contractor shall complete Exhibit L.1, Vehicle Accident Report. The form shall be submitted to Contract Manager within one business day along with any other supporting information about the Service Vehicle accident or incident (e.g., driver's statement, police report, witness contact information, photos, etc.).

I. National Transit Database (NTD) Report

Contractor will partner with the County in collecting data, reporting and submitting the annual NTD report. On a monthly basis, the Contractor will be required to collect NTD data/reports electronically, on the form provided in Exhibit Q.1, NTD Paratransit Annual Summary Report. Contractor will provide County with an accurate and complete annual summary of paratransit data in Exhibit Q.1. This data will be used for the annual NTD report to the Federal Transit Administration (FTA).

Contractor shall maintain and make available, for a minimum period of three years after Contract expiration/termination/suspension, to County, and or appropriate agencies, records and backup information pertaining to the NTD Paratransit Annual Summary Report.

m. Financial Records

Contractor shall establish and maintain, within a separate account, all Service revenue and expenditures and any other relevant financial records or documents for a minimum period of three years after Contract expiration/termination/suspension.

n. Maintenance Records and Reports

Contractor shall maintain an individual file for each Service Vehicle. Each file shall include detailed records for the reporting period and an analysis of any trends. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's maintenance performance and the operating expense associated with County Service Vehicles and equipment.

Contractor shall submit the following reports to County with the monthly invoice:

i. Preventive Maintenance Inspection Reports

Reports shall include the Service Vehicle fleet number, the Service Vehicle identification number (VIN) and license number, a description/detail of the maintenance performed, when maintenance was completed, and if maintenance was done on time as required by Service Vehicle manufacturer's and/or County recommendations. These reports shall also include copies of the completed oil analysis for engine oil and transmission oil in accordance with the service vehicle mileage requirements stated in Exhibit M.1, Preventative Maintenance. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination/suspension.

ii. Road Call Performance Report

A road call is defined as any time a repair is required in the field on a Service Vehicle or a Service Vehicle exchange is made, whether or not it resulted in a loss of time. A report of road calls shall include the fleet number, VIN, mileage, time, location of incident, route, direction of travel, reason for call, and what was done to fix the problem.

iii. Service Vehicle Downtime Report

Report shall include details of which Service Vehicle(s) were down, how long, and the cause.

iv. Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service Vehicle mechanical problems including Service Vehicle number, odometer reading, dates/times out of Service (if applicable), summary of problem(s), and corrective action(s) taken.

T. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations (CFR), Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations" and Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs". Contractor's policies may supersede policies specified in Exhibit O.1 only when they can be shown to County's satisfaction to be more stringent. Contractor shall indemnify and hold the County harmless for any claims resulting from disciplinary actions imposed as a result of required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

U. Transit Security Plan

Following the events of September 11, 2001, the Federal Transit Administration (FTA) and the Transportation Security Administration (TSA) developed security plans and emergency preparedness resources for transit agencies. Accordingly, the Contractor is required to submit a written Transit Security Plan before Service begins. The Contractor will base the plan on materials available from the FTA, TSA, or other government agency.

A few items for review are the FTA's Security and Emergency Preparedness Action Items for Transit Agencies ([https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508\\_new\\_top\\_17.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/508_new_top_17.pdf)), and Effective Practices in Bus Transit Safety (<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/safety/117621/effective-practices-bus-transit-safety-emergency-response.pdf>).

In addition, the Contractor will subscribe to the Department of Homeland Security's National Terrorism Advisory System (NTAS), which communicates information about terrorist threats to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. The subscription information is available on the NTAS webpage at <https://www.dhs.gov/national-terrorism-advisory-system>.

The details of the Transit Security Plan will be negotiated with Contract Manager to ensure that the County's needs are adequately addressed. The final County approved Transit Security Plan will be attached as Exhibit P.1.

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements.

V. Removal of Debris

All debris derived from this service shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. Funding

The County may use local sales tax funds in accordance with LACMTA's guidelines for the Proposition A Local Return Program to finance this Service. Other sources of funds, such as FTA, may also be used. Contractor agrees to be bound by applicable provisions of Proposition A Local Return Program guidelines or any other guidelines/regulations pertaining to other funding sources.

X. Nonconflict with Local, State, and Federal Laws/Requirements

Nothing herein shall be in conflict with or modify the Contractor's obligation to comply with the requirements of local, State, and Federal laws such as, FTA,

ADA, Department of Transportation (DOT), or other applicable laws, rules, regulations, directives, or ordinances.

Y. Responsibilities of the Contractor

1. The Contractor and Project Manager shall maintain a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies). A subcontractor is not allowed to meet this requirement.
2. The Contractor's Maintenance Manager must have a minimum of three years of experience in maintaining similar fleets of paratransit vehicles.
3. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Contractor's maintenance facilities or terminals.

Z. Permits/Licenses/Certification

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

The Contractor shall ensure that each mechanic staff assigned to this Contract is in compliance with this Exhibit's Section N.7, Maintenance Personnel. At least one of the Contractor's Maintenance Technicians must be certified in the Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program.

AA. Utilities

The County will not provide utilities.

Z. Service Modification

The County has established Service areas and schedules as described in Exhibit G.1, Service Requirements and Area Maps. If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas served, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract. The Contract Manager will provide any proposed modification to the Contractor at least 30 calendar days prior to implementation of any Service revision unless a shorter time period is mutually agreed to by both parties.

AA. Additional Locations

Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

BB. Incentives

The following incentive is to be applied to the Contractor when found in compliance:

Ridership Productivity

An incentive payment of \$500 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total passengers/total Service Vehicle Revenue Hours) exceeds 4 passengers per hour.

CC. Liquidated Damages

1. In any case of the Contractor's failure to meet specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
  - a. All the time limits and acts required by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the

Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F.2, Performance Requirements Summary or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
- a. Ridership Productivity  

In the event Contractor fails to meet the average monthly passenger per hour level of Service of 3.5 passengers per hour, Contractor may be assessed liquidated damages in the amount of \$500 per month.
  - b. On-Time Performance  

In the event the Contractor fails to meet an on-time performance level of 95 percent in any month, Contractor may be assessed liquidated damages in the amount of \$500 per month. Should on-time performance fall below 90 percent, Contractor may be assessed liquidated damages in the amount of \$1,000 per month.

Should on-time performance fall below 85 percent, Contractor may be assessed liquidated damages in the amount of \$2,000 per month.

The maximum monthly amount assessed for on-time performance will be limited to the amount of the lowest level not achieved for the monthly period.

c. Length of Rides

If the Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking, Contractor may be assessed \$200 per occurrence up to a maximum of \$1,000 per month.

d. General Excessive Valid Complaints

In the event of any valid passenger's complaint, the liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid, (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with the Contract Manager.

e. Repeated Patron Valid Complaints

In the event of repeated (three or more) valid complaints concerning the same passenger over a six-month period (e.g., their reservation was misplaced, their length of ride was greater than 59 minutes, the wait time past their scheduled pickup was greater than our permitted window of 20 minutes) or valid passenger complaints on the same item repeated (item occurred repeatedly to three or more passengers) over a six-month period, liquidated damages shall be \$250 per complaint, up to a maximum of \$2,000 per month. The County and the Contractor shall jointly determine which complaints are valid (i.e., as a result of the Contractor's actions which could have reasonably been prevented). However, the final decision on the validity of any passenger complaints shall rest with Contract Manager.

f. Trips Not Made

In the event that any scheduled trip is not made, Contractor may be assessed liquidated damages in the amount of \$250 per trip, up to a maximum of \$2,000 per month.

g. Non ADA-Compliant Vehicle

In the event Contactor replaces a Service Vehicle with a non ADA-compliant Vehicle, the liquidated damages will be \$500 for the



first time and \$1,000 for each subsequent time during the life of this Contract.

h. Reporting

Contractor shall submit monthly reports, including boardings, ridership, on-time performance, driver logs, fuel data, maintenance, safety, and marketing activities in the form and number approved by Contract Manager within 15 calendar days after the end of each month unless more time is approved by Contract Manager. The NTD Paratransit Annual Summary Report, as described in this Contract, shall be submitted within the due date described. Liquidated damages of \$100 per calendar day may be assessed for late reports, up to a maximum of \$1,000 per month.

Monthly reports and the NTD Paratransit Annual Summary Report should be mostly free from errors. Liquidated damages of \$200 may be assessed for each report with more than 10 errors, up to a maximum of \$1,000 per month. The County and the Contractor shall jointly determine errors in reports. However, the final decision on the validity of any errors shall rest with Contract Manager.

i. Shutdown of Service Vehicles

If any Service Vehicle has been removed from Service, as a result of an "Unsatisfactory" rating by the CHP, Contractor may be assessed liquidated damages of \$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month.

j. Preventive Maintenance

PMI shall be performed per the OEM and Exhibit M.1, Preventive Maintenance. PMI documents must be submitted monthly with the Service invoice. Contractor shall also include copies of the completed oil analysis reports for engine oil and transmission oil in accordance with the Service Vehicle mileage requirements stated in Exhibit M.1, Preventive Maintenance. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet any of these maintenance requirements may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher, up to a maximum of \$5,000 per month.

k. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service.

This "I" Service shall be performed per the OEM and Exhibit M.1, Preventive Maintenance. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

I. Daily Vehicle Inspection (DVI) Reports

Failure to perform a satisfactory DVI (pre-trip and post trip) may include, but are not limited to, fluid levels noted low twice within a 10-day period without any visible leaks and/or a Vehicle in revenue Service with a nonoperating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

In the event any Service Vehicle is rejected by Contract Manager as a result of deficient mechanical condition, unacceptable Service Vehicle operating conditions as specified in this Contract, or unacceptable Service Vehicle appearance, \$250 per day per Service Vehicle in liquidated damages will be assessed until the condition is corrected to the satisfaction of Contract Manager, up to a maximum of \$1,000 per Service Vehicle per month.

If Contractor has documentation indicating that the condition of the Service vehicle cannot be corrected due to the availability of parts or others reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages for the period of the excused delay.

n. Permanent Service Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of Service Vehicle condition, Contractor may be assessed \$250 per day per Service vehicle, up to a maximum of \$1,000 per Service Vehicle per month, in liquidated damages until the Service Vehicle is replaced with one that is satisfactory to Contract Manager.

o. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with any and all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass its smog test,

receives a complaint, or is cited for an engine emissions violation by the California Air Resources Board, South Coast Air Quality Management District, the CHP, or other governmental agency authorized to issue such a citation, the Contractor shall be liable for the citation as well as liquidated damages.

Contractor shall notify Contract Manager within one business day and provide Contract Manager with an action plan to verify and/or correct the deficiencies as well as a timeline for completing the action plan. If the Contractor is found to be in violation, the Contractor may be assessed \$500 in liquidated damages for each Service Vehicle that is cited for an engine emissions violation. If such complaint is found to be without merit, or beyond the Contractor's control, Contract Manager may waive the liquidated damages.

If the Contractor does not submit the required smog check certificates to Contract Manager biennial (every two years) within 30 days after State vehicle emissions testing has been performed, the Contractor will be assessed \$200 in liquidated damages per County Service Vehicle that was not or has not passed its smog check. The Contractor shall provide a spare Service Vehicle at no charge to the County if the County has to take a County Service Vehicle to have an emission check performed or make repairs to the vehicle before passing a smog check.

p. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section G, Vehicle Storage, Maintenance, and Fueling Facilities, as determined by Contract Manager, Contractor may be assessed \$1,000 in liquidated damages per Service Vehicle per Service day, up to a maximum of \$4,000 per Service Vehicle per month.

q. Storage of County Service Vehicles

If Contractor fails to store County Service Vehicles in accordance with this Contract, Contractor may be assessed \$200 in liquidated damages per Service vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month.

r. Implementation of Dispatch Software and Advanced Vehicle Electronics

If Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information (AVI)

and dispatch system with the required elements of Service Vehicle-installed MDT's, Service vehicle-installed AVL's or Service Vehicle-assigned mobile AVL units; and/or fails to use the system and train the personnel within the time periods allotted within this Contract, Contractor may be assessed, \$200 in liquidated damages per business day after the deadline, up to a maximum of \$2,000 per month.

s. Implementation of E-mail and Internet Access

If Contractor fails to implement Internet access and e-mail and fails to use/maintain the system and/or train the personnel (e.g., Project Manager, Road Supervisor, and Maintenance Manager) within the time periods allotted in this Exhibit's Section F, Equipment, Contractor may be assessed \$100 in liquidated damages per business day after the deadline, up to a maximum of \$1,000 per month.

t. Service Vehicle Warranty

If due to the Contractor's negligence of Service Vehicle preventive maintenance program, as determined by Contract Manager, any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent and up to 100 percent, of the cost to repair each item may be assessed.

u. Operating Outside of Service Areas

If a Service Vehicle is operated outside of its assigned Service area as specified in this Contract and without prior approval from the County, Contractor may be assessed, liquidated damages of \$100 per occurrence per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month.

v. Controlled Substance and Alcohol Testing

Contractor shall report the results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program Quarterly Report. All reports shall be submitted to the County within 15 days after the end of each quarter.

Liquidated damages of \$100 per calendar day (including nonbusiness days, weekends, and holidays) up to a maximum of \$1,000 per month may be assessed for late reports.

w. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE and/or Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE and/or Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

x. Unresolved Service Vehicle Claims

If a settlement is not made within 90 calendar days of the date of loss (DOL) for a Service Vehicle stolen, damaged, or lost by reason of collision, fire, negligence, abuse, vandalism, or other like cause in accordance with this Exhibit's Section F.2, General Terms for Paratransit Vehicles, Contractor may be assessed liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month. Liquidated damages shall begin 120 calendar days after the DOL. However, in no event shall the liquidated damages exceed the total number of service hours times the actual cost differential between a Contractor-Provided Replacement Service vehicle and the County Service Vehicle for a given month.

y. Misuse of County Service Vehicles

County Service Vehicles are to be used to provide Service as specified in this Exhibit. The County will determine if any County Service Vehicle is being misused. If the County is made aware that a County Service Vehicle is used for purposes other than the specified Service or if the Service Miles for any County Service Vehicle exceeds by at least 25% of Revenue Miles in any calendar month, the County may assess liquidated damages of \$1,000 per month per occurrence.

z. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure all items listed in Exhibit K.1, Driver's Daily Vehicle Report, including each vehicle's brakes and tires, meet specified minimums. Any and all

mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the Contractor. Preventive Maintenance Inspections (PMI's) shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the

completion of the transfer of service, liquidated damages in the amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

Repairs identified during these inspections not made by the Contractor shall be performed by the new contractor. The Contract Manager will review and validate repair costs (including internal and external body damage, preventive maintenance that was not performed as required, and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Vehicles, the Contract Manager may withhold up to two monthly Service invoice payments from the Contractor transferring County Service Vehicles.

Upon satisfactory completion of County Service Vehicle repairs and/or outstanding PMI's, the balance remaining from the monthly service invoices being withheld minus the cost of repairs and/or maintenance will be released to the Contractor. If the repair costs exceed the total balance withheld from the monthly Service invoices, the County will invoice the Contractor for the difference.

aa. Health, Safety, and Comfort

In the event any Service vehicle has a wheelchair ramp/lift, air conditioning, and/or heating system failure while in service, \$250 per day per vehicle in liquidated damages may be assessed if the vehicle is placed in Service during the next Service day(s) without repairs, up to a maximum of \$1,000 per Service vehicle per month.

bb. Fines by Regulatory and Governmental Agencies

If the County is fined by a local, regional, State or federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements, the Contractor may be assessed liquidated damages in an amount equal to the fine(s) charged to the County by a regulatory or governmental agency.

cc. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

dd. Timely Repairs to County-Provided Service Vehicles

If a County-Provided Service Vehicle is removed from revenue service or is not able to operate in revenue service, as a result of needed repairs, for more than 15 continuous service days or more than 20 service days within a two-month period, the Contractor may be assessed liquidated damages in the amount of \$500 per day, per Service Vehicle, up to a maximum of \$2,500 per Service Vehicle per month, until the condition of the County-Provided Service Vehicle is corrected to the satisfaction of the County.

If Contractor has documentation indicating that the condition of the County-Provided Service Vehicle cannot be repaired due to the unavailability of parts or other valid reasons beyond the Contractor's control, then the Contract Manager may waive the liquidated damages.

4. In addition to the above, Public Works may use Exhibit F.2, Performance Requirements Summary, to evaluate Contractor's performance.

FF. Contractor's Quality Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager prior to the Contract start date and whenever changes occur. The plan shall include, but not be limited to, the following:

- a. It shall specify the activities to be evaluated on either a scheduled or an unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
- b. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

- c. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
- d. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.
- e. Control system in place to prevent vehicle loss.

GG. Gratuities

1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contract or the making of any determinations with respect to Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

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**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Hours	Proposed Price (Hourly Rate x Estimated Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>106.17</u> /Hour	1,500	\$ <u>159,255.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>110.52</u> /Hour	50	\$ <u>5,526.00</u>
<b>ESTIMATED TOTAL HOURS</b>			1,550	
<b>PROPOSED PRICE</b>				\$ <u>164,781.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.47</u> /Mile	50	\$ <u>223.50</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 50 Vehicle Revenue hours for FY 2023 in case a County Vehicle is in an accident and is out of service for an extended period of time.

ENCLOSURE A

FORM PW-2.2A  
Option Year 1


**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>119.32</u> /Hour	3,000	\$ <u>357,960.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>2</sup>	\$ <u>124.89</u> /Hour	100	\$ <u>12,489.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>370,449.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.69</u> /Mile	100	\$ <u>469.00</u>

The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>2</sup> We estimate 100 Vehicle Revenue hours for FY 2023 -24 in case a County Vehicle is in an accident and is out of service for an extended period of time.

ENCLOSURE A

**FORM PW-2.3A**  
**Option Year 2**


**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>124.52</u> /Hour	3,000	\$ <u>373,560.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>130.28</u> /Hour	100	\$ <u>13,028.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>386,588.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.92</u> /Mile	100	\$ <u>492.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2024-25 in case a County Vehicle is in an accident and is out of service for an extended period of time.

ENCLOSURE A

**FORM PW-2.4A**  
**Option Year 3**


**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>130.97</u> /Hour	3,000	\$ <u>392,910.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>136.91</u> /Hour	100	\$ <u>13,691.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>406,601.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.17</u> /Mile	100	\$ <u>517.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2025 -26 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>137.18</u> /Hour	3,000	\$ <u>411,540.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>143.29</u> /Hour	100	\$ <u>14,329.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>425,869.00</u>

<b>OPTIONAL SUPPLEMENTAL TAXI RATE</b>				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.43</u> /Mile	100	\$ <u>543.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
	
Dorothea DePrisco	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2026 -27 in case a County Vehicle is in an accident and is out of service for an extended period of time.

ENCLOSURE A

**FORM PW-2.6A**  
**Option Year 5**


**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>143.19</u> /Hour	3,000	\$ <u>429,570.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>149.48</u> /Hour	100	\$ <u>14,948.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>444,518.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.70</u> /Mile	100	\$ <u>570.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**


LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2027 -28 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	TERMS	PROPOSED PRICE FOR EACH TERM
1	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - INITIAL 6 MONTH TERM	\$ 164,781.00
2	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 1	\$ 370,449.00
3	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 2	\$ 386,588.00
4	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 3	\$ 406,601.00
5	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 4	\$ 425,869.00
6	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 5	\$ 444,518.00
<b>TOTAL PRICE FOR TERMS 1 THROUGH 6</b>		<b>\$ 2,198,806.00</b>

LEGAL NAME OF BIDDER MV Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID Dorothea DePrisco 		
TITLE OF AUTHORIZED PERSON Assistant Corporate Secretary		
DATE March 28, 2022	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
BIDDER'S ADDRESS: 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas TX 75204		
E-MAIL keith.anglin@mvtransit.com		
PHONE (972) 951-5355	MOBILE (972) 951-5355	FACSIMILE (707) 446-4177





STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)  
BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY						HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per Wk)	HOURLY WAGE RATE**	COST	
	SUN	MON	TUE	WED	THU	FRI					SAT
Project Manager	1.20	1.20	1.20	1.20	1.20	1.20	6.00	312	\$60.07	\$18,741.84	
Road Supervisor / Dispatcher	2.40	2.40	2.40	2.40	2.40	2.40	12.00	624	\$24.36	\$15,200.64	
Maintenance Manager	0.16	0.16	0.16	0.16	0.16	0.16	0.80	42	\$50.32	\$2,093.31	
Mechanic	1.60	1.60	1.60	1.60	1.60	1.60	8.00	416	\$37.88	\$15,758.08	
Utility	1.35	1.35	1.35	1.35	1.35	1.35	6.75	351	\$22.57	\$7,922.07	
Driver #1	8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080	\$24.03	\$49,982.40	
Driver #2	8.00	8.00	8.00	8.00	8.00	8.00	24.00	1,248	\$24.03	\$29,989.44	
Driver #3							8.00	6,00	\$24.03	\$27,490.32	
<b>Total Salaries</b>									\$167,178.10	\$10,251.68	\$11,594.11
<b>Total Employee Benefits (1+2+3+4)</b>									\$31,777.79	\$14,313.15	\$67,936.74
<b>(5) Equipment Costs</b>									\$2,838.42	\$88,286.44	\$18,476.32
<b>(6) Service and Supply Costs</b>									\$25,732.97	\$135,334.16	
<b>(7) General and Administrative Costs</b>											
<b>(8) Profit</b>											
<b>Total Other Costs (5+6+7+8)</b>											
<b>TOTAL PRICE</b>										\$370,449.00	

\*\*Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEARS RATE.

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension; Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8; the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc. \_\_\_\_\_  
 Name of Bidder \_\_\_\_\_  
 Signature [Signature]

March 28, 2022 \_\_\_\_\_  
 Date





**EXHIBIT A.4**

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRCC000273)**  
 BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY						HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST	
	SUN	MON	TUE	WED	THU	FRI					SAT
Project Manager		1.20	1.20	1.20	1.20	1.20	6.00	312	\$64.69	\$20,183.28	
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40	12.00	624	\$28.27	\$17,640.48	
Maintenance Manager		0.16	0.16	0.16	0.16	0.16	0.80	42	\$54.19	\$2,254.30	
Mechanic		1.60	1.60	1.60	1.60	1.60	8.00	416	\$42.62	\$17,729.92	
Utility		1.35	1.35	1.35	1.35	1.35	6.75	351	\$25.57	\$8,975.07	
Driver #1		8.00	8.00	8.00	8.00	8.00	40.00	2,080	\$27.03	\$56,222.40	
Driver #2		8.00	8.00	8.00	8.00	8.00	24.00	1,248	\$27.03	\$33,733.44	
Driver #3							8.00	6.00	1,144	\$27.03	\$30,922.32
<b>Total Salaries</b>										\$187,661.21	
<b>Comments/Notes:</b>											
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEARS RATE.											
<b>Mechanic(s)</b>											
Mechanic(s) Hourly Rate						Hourly Wage Rate					
Mechanic(s) Hourly Rate						\$42.62					
Mechanic(s) Hourly Rate											
Mechanic(s) Hourly Rate											
<b>Total Employee Benefits (1+2+3+4)</b>										\$2,126.19	
<b>(5) Equipment Costs</b>										\$97,672.75	
<b>(6) Service and Supply Costs</b>										\$19,068.42	
<b>(7) General and Administrative Costs</b>										\$29,662.34	
<b>(8) Profit</b>										\$148,529.69	
<b>Total Other Costs (5+6+7+8)</b>										\$425,869.00	
<b>TOTAL PRICE</b>										\$425,869.00	

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension; Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc.   
 Name of Bidder \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date March 28, 2022



## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Statement of Qualifications, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Bid or Bid Submission. The response to an Invitation for Bids.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E – Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Statement of Qualification for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for services contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.



## SECTION 2

### STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employees on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall

give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined

by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal



Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has

violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Architectural Engineering Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the

foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,



and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Architectural Engineering Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

When requested by the County, the Contractor shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veterans Enterprise (DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County's final payment to the Contractor.

OO. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under an agreement or contract with the County. Proposers/Contractors further agree that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

Upon contract award and at the request of the A-C and/or the contracting department, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this agreement or contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon contract award or at any time during the duration of the agreement or contract, a contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.



## SECTION 4

### GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Public Works, Business Relations and Contracts  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention of: Contract Analyst (noted in the RFSQ Notice)

e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, Los Angeles County Metro Transportation Authority (LACMTA), its Officers, Agents, and Employees shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers, and, when applicable, LACMTA, its Officers, Agents, and Employees additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection

also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.



9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto," in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):
  - a. Seating capacity of 16 passengers or more (including driver), \$10 million.
  - b. Seating capacity of 15 passengers or less (including driver), \$5 million.
  - c. Taxicabs as defined by Vehicle Code Section 27908, a minimum of \$100,000 per person, \$1 million per occurrence, and \$50,000 property damage or a combined single limit of \$1 million.

A certificate evidencing such insurance coverage and an endorsement naming the County as additional insured thereunder shall be filed with the Director prior to Contractor providing Service hereunder.

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.
  
4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

## SECTION 6

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a Contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.



SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract and a copy of the Living Wage Program shall be attached to the Subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) with respect to travel by an Employee between County facilities that are subject to two different Contracts between Contractor and County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any

violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most

exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## SECTION 10

### SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.



SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program (DVBE), as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

- A. In accordance with Labor Code, Section 1072(c)(1), if the County informs the Contractor that the County intends to issue a new solicitation for these services, Contractor shall, within 14 calendar days thereafter, provide to the County the number of employees who are performing services under this Contract and the wage rates, benefits, and job classifications of those employees. In addition, the Contractor shall make this information available to any entity that the County has identified as a bona fide Proposer for the successor Contract. If the successor service Contract is awarded to a new Contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor Contractor.

The following provision applies if the Contractor declared that the Contractor is willing to retain employees of previous Contractor and signed PW-16, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

- B. If the Contractor has declared in Form PW-16, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code, Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior Contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code, Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than ten days. California Labor Code 1072(c)(3) does not require the Contractor and/or Subcontractor to pay the same wages or offer the same benefits provided by the prior Contractor or Subcontractor.
- D. If, at any time, the Contractor or Subcontractor determines that fewer employees are required than were required under the prior Contract or Subcontract, the Contractor or Subcontractor shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the Contractor or Subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the Contractor or Subcontractor.

E. Termination for Breach

1. In accordance to California Labor Code, Section 1074(a), upon its motion or upon the request of any member of the public, the County may terminate this Contract if both of the following occur:
  - a. The Contractor or Subcontractor has substantially breached this Contract.
  - b. The County holds a public hearing within 30 days of the receipt of the request or its announcement of its intention to terminate.
2. Contractor or Subcontractor terminated pursuant to this provision shall be ineligible to submit proposal on or be awarded a service Contract or Subcontract with the County for a period of not less than one year and not more than three years, to be determined by the County.
3. Nothing herein is intended nor shall be construed as creating any exclusive provision for termination of this Contract. This provision shall not limit the County's right to terminate or debar Contractors under any other provisions of this Contract or under any other provision of the law.

SECTION 15

COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor

Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

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Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2021)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2021 are less than \$57,414 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2022.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

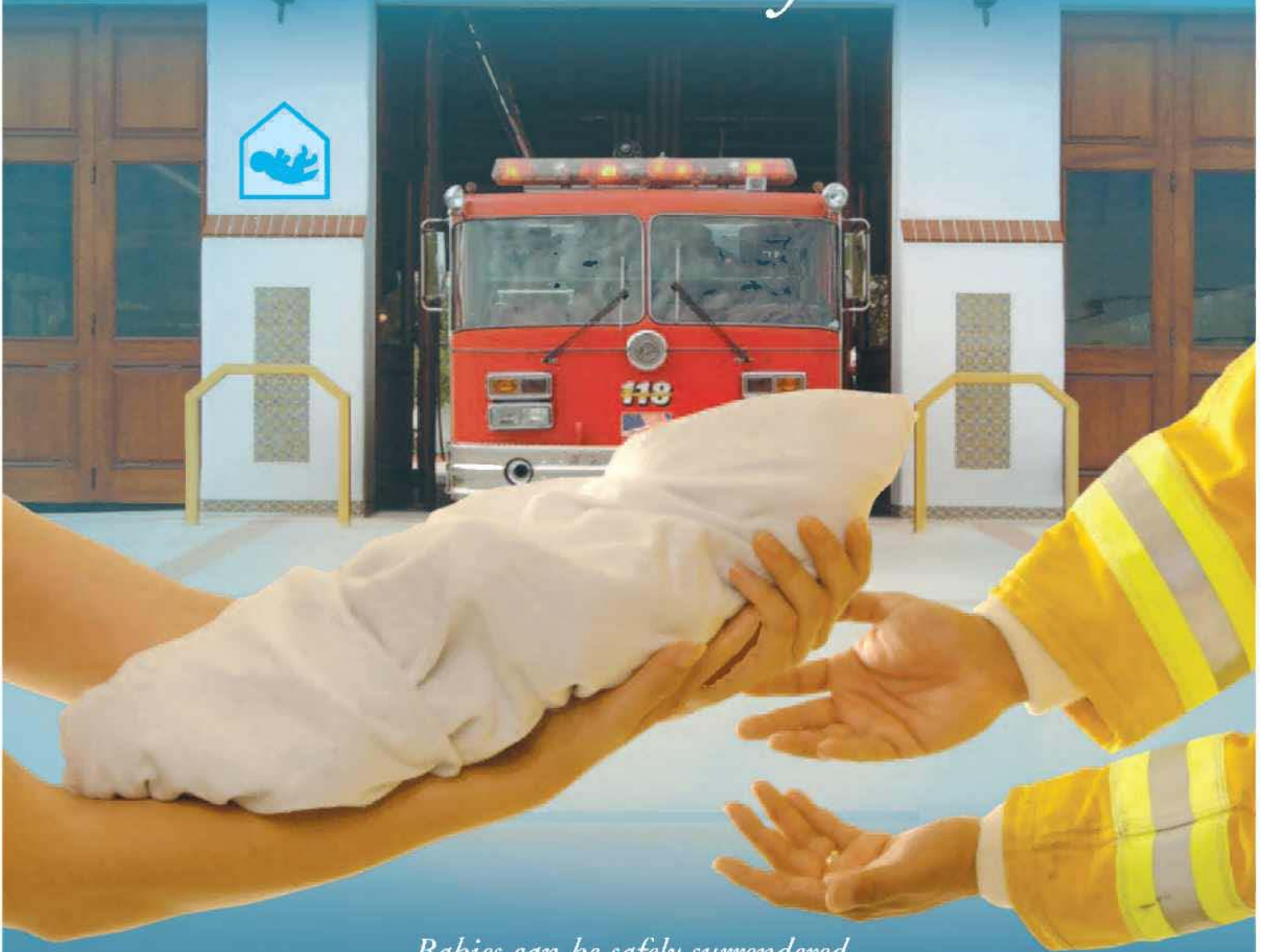
#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2021 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2021 and owes no tax but is eligible for a credit of \$800, he or she must file a 2021 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

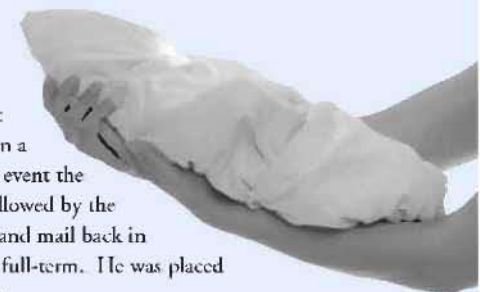
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following Contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
  3. A purchase made through a State or Federal Contract;
  4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Ridership Productivity	Contractor fails to meet the average monthly passenger per hour level of Service of 3.5 passengers per hour.	\$500 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	a. Contractor fails to meet an on-time performance level of 95 percent in any month. b. Contractor fails to meet an on-time performance level of 90 percent in any month. c. Contractor fails to meet an on-time performance level of 85 percent in any month.	\$500 per month  \$1,000 per month  \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Length of Rides	Contractor fails to disembark a rider at the scheduled destination within 59 minutes from the rider embarking.	\$200 per occurrence up to a maximum of \$1,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Valid Complaints	Any valid passenger's complaint as a result of the Contractor's actions which could have reasonably been prevented.	\$250 per complaint, up to a maximum of \$2,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Repeated Patron Valid Complaints	Any repeated (three or more) valid complains concerning the same patron over a six month period.	\$250 per complaint, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.



**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
6. Trips Not Made	Any scheduled trip is not made.	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non ADA-compliant Service Vehicle.	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Reporting	Contractor fails to submit monthly reports and the NTD Paratransit Annual Summary Report as described in this Contract within the due date described; Submitted reports should be mostly free from errors.	\$100 per late report per calendar day, up to a maximum of \$1,000 per month; \$200 per report with more than 10 errors, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Shutdown of Service Vehicles	Service Vehicle removed from Service as a result of an unsatisfactory rating by the CHP.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Preventive Maintenance	Failure to meet standard per the OEM and Exhibit M, Preventive Maintenance.	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per Vehicle per day, whichever is higher, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

### PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
11. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard.	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip).	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Deficient Service Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable Service Vehicle appearance.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Permanent Service Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of Service Vehicle condition.	\$250 per day per Service Vehicle up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

## PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
15. Vehicle Emissions (Engine Smog)	a. Service Vehicle fails to pass a smog test, receives a complaint, or is cited for engine emissions violation. b. Contractor does not submit the required smog check certificates to Contract Manager biennial within 30 days after State vehicle emissions testing has been performed.	\$500 per cited Service Vehicle  \$200 per Service Vehicle that has not passed its smog check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. Violation of Subcontracting of Maintenance	Contractor is either performing maintenance and/or subcontracting maintenance in violation of Exhibit A Section E, Vehicle Storage, Maintenance, and Fueling Facilities.	\$1,000 per Service Vehicle per day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract.	\$200 per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
18. Implementation of Dispatch Software and Advanced Vehicle Electronics	Contractor fails to implement the required fully operational comprehensive and integrated Advanced Vehicle Information and dispatch system.	\$200 per business day after the deadline, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Exhibit A, Section D.	\$100 per business day after the deadline, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

### PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
20. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect.	At least 50 percent and up to 100 percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Operating Outside of Service Areas	Service Vehicle is operated outside its assigned Service area as specified in this Contract without prior approval from County.	\$100 per occurrence per Service Vehicle, up to maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to County on quarterly basis on form shown in Exhibit Q. Submit the form to the County within 15 days after the end of the quarter.	\$100 per calendar day, up to a maximum of \$1,000 per month for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
23. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Exhibit A, Section L.7.	\$500 per maintenance employee per month up to a monthly maximum of \$1,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss.	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

### PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
25. Misuse of County Service Vehicles	Evidence of misuse or if Service Miles for any County Service Vehicle exceeds Revenue Miles by at least 25% in any calendar month.	\$1,000 per month, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
26. Service Vehicle Transfer Audit	Failure to provide a satisfactory Service Vehicle transfer per Exhibit A, Section CC. z., of this Contract for any County Service Vehicle, beginning one week after the completion of the transfer of service.	May include \$100 per County Service Vehicle per week for late PMI records, up to two monthly Service invoice payments for outstanding costs. If not sufficient, then County will invoice the Contractor for the difference	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service.	\$250 per day per Service Vehicle, up to a maximum of \$1,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

### PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through S, inclusive, of this Contract (Exhibits A-S) and this PRS, Exhibits A-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-S, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. AVL Devices	If the AVL device is damaged, removed, lost, or stolen.	\$50 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards.	\$500 in per Service Vehicle per Service day, up to a maximum of \$2,500 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**SERVICE REQUIREMENTS AND AREA MAPS**

Operating hours of Service shall be from 7 a.m. to 5:30 p.m., Monday through Friday and 9 a.m. to 1 p.m. on Saturday. Operating hours of Service may be revised to meet the changing needs of the communities. This will be done through a 30-calendar day written notice from Contract Manager to Contractor.

Service will not operate on Sundays and the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A minimum of 24 hours advance reservation shall normally be required to schedule rides, and patrons shall specify whether a lift-equipped vehicle is required; however, same day Service will be provided subject to availability of capacity.

Every effort will be made to pick up patrons no later than 20 minutes after the scheduled pickup time. Contractor shall provide backup Service to patrons in case of vehicle breakdown when deemed necessary by Contractor to satisfy needs and avoid disruption of normal Service at no additional cost to County. Group rides shall be emphasized and encouraged.

Service shall be restricted to eligible elderly persons (60 years and older) and persons with disabilities and their escorts. Persons with disabilities are persons who by reason of physical or mental disabilities cannot reasonably use conventional transportation. Contractor and County shall determine eligibility of patrons, and Contractor shall maintain appropriate records (including Applications for Eligibility, Roster of Eligible Riders, etc.) and shall screen incoming calls for Service against such roster to ensure that only eligible patrons use this Service. Contract Manager will review and, if appropriate, approve Contractor's methodology for determining eligibility.

**Service Area**

Service shall be provided for residents in the unincorporated County areas of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, Rosewood-Willowbrook, and Lennox. Initial pick up shall occur in County unincorporated area only, identified on the maps in this Exhibit G.1. Eligible destinations are those within the unincorporated County area identified on Exhibit G.1 and the surrounding cities up to approximately three miles outside of the unincorporated County area boundaries identified in Exhibit G.1. Trips beyond this three-mile limit, except to the destinations indicated below, are prohibited unless prior approval is received from Contract Manager. This approval will be documented by an e-mail from the Contract Manager to the Contractor.

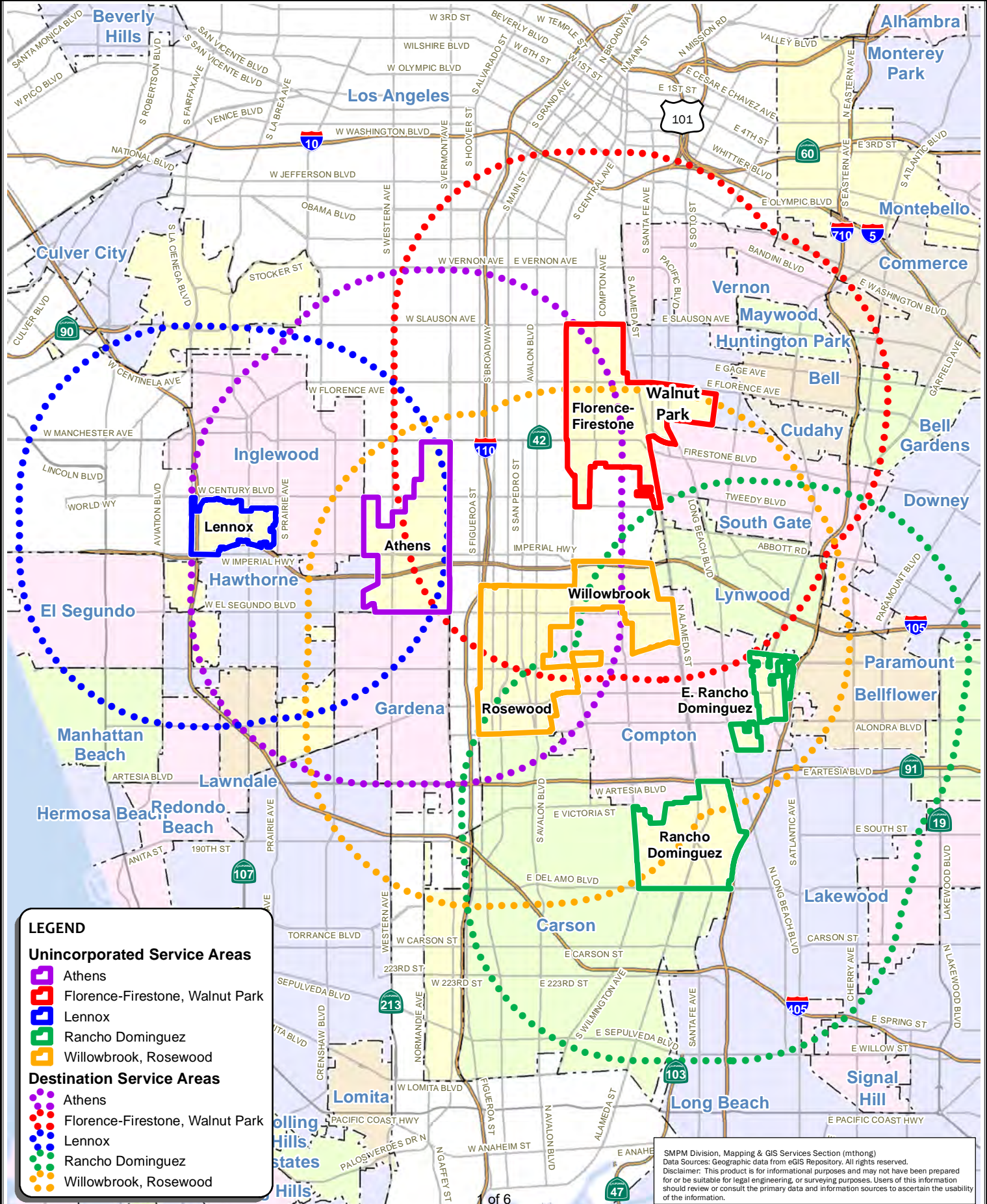
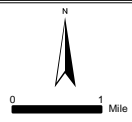
Additional non-emergency Service may be provided to facilities beyond the defined Service area as follows: Kaiser (Bellflower, Downey, Harbor, and Rosecrans) Medical Facilities, California Orthopedic Hospital, and the Stonewood Shopping Center.





# WILLOWBROOK, ET AL. DIAL-A-RIDE SERVICE

Athens, Florence-Firestone-Walnut Park, Lennox, Rancho Dominguez, and Willowbrook-Rosewood



**LEGEND**

**Unincorporated Service Areas**

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

**Destination Service Areas**

- Athens
- Florence-Firestone, Walnut Park
- Lennox
- Rancho Dominguez
- Willowbrook, Rosewood

SMPM Division, Mapping & GIS Services Section (mthong)  
 Data Sources: Geographic data from eGIS Repository. All rights reserved.  
 Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

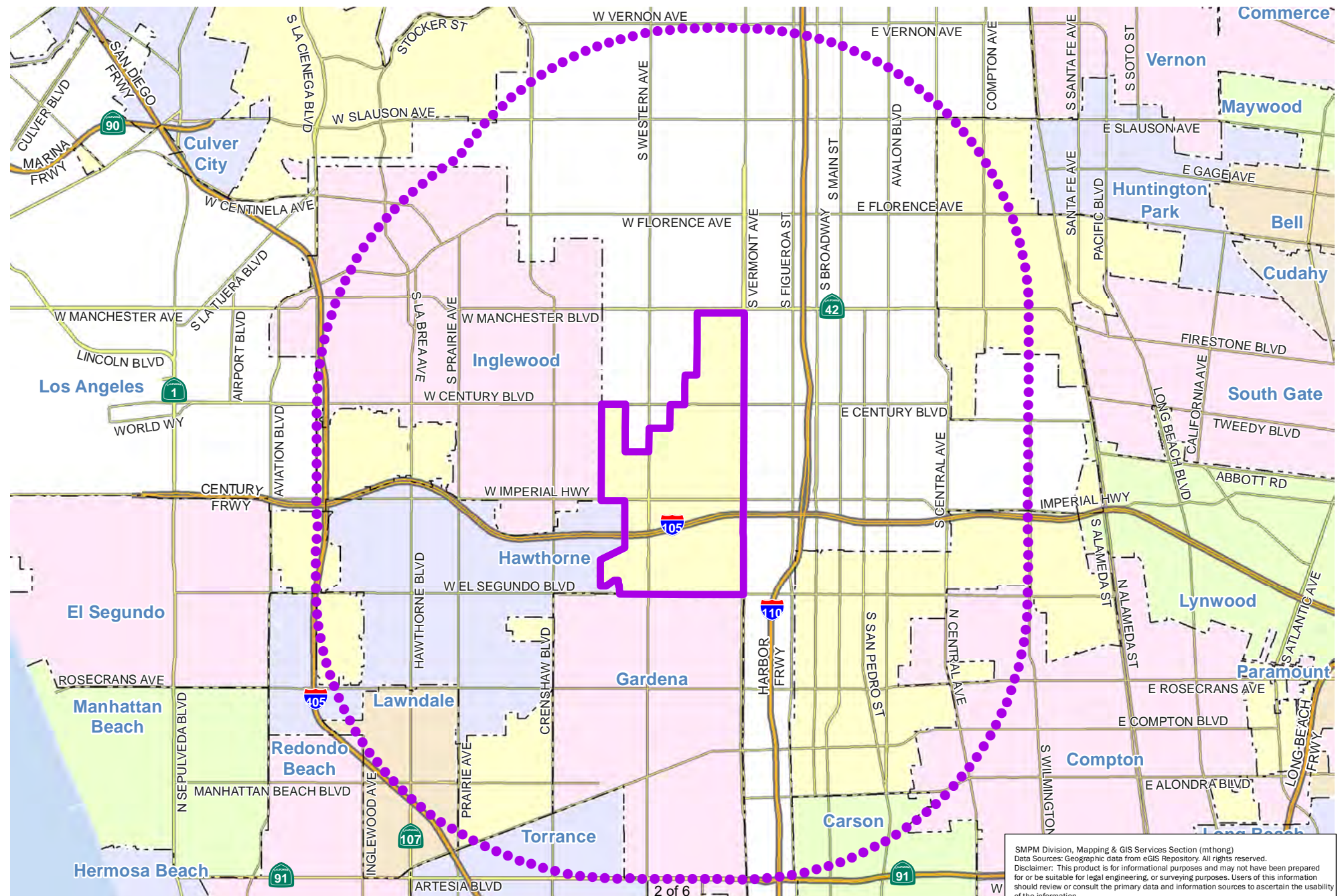
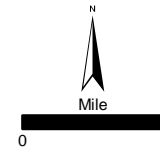




Athens Unincorporated Area  
Athens Destination Service Area

# Athens

Unincorporated County, Dial-A-Ride Service Area



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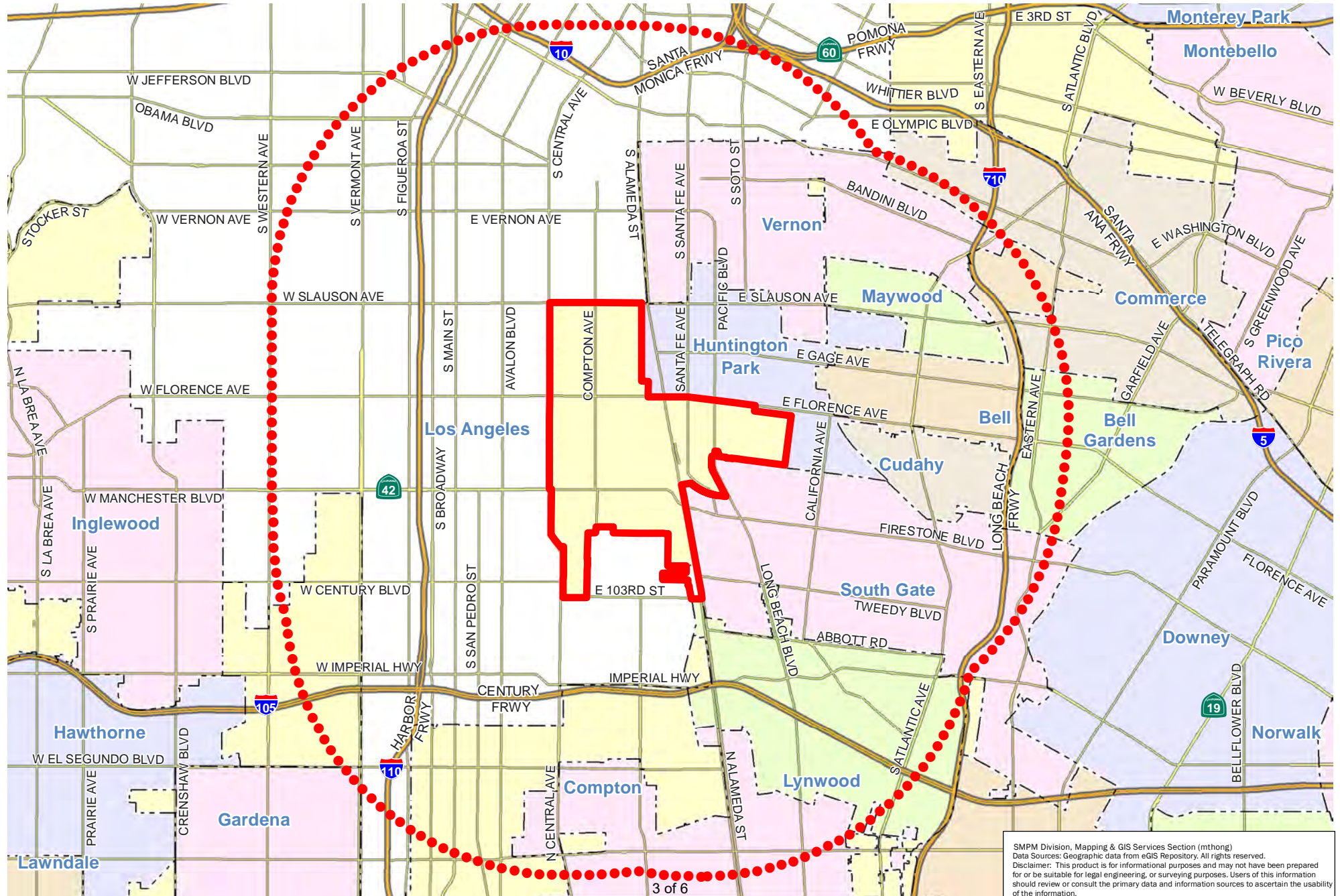
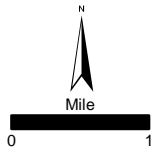


Florence-Firestone, Walnut Park Unincorporated Area

Florence-Firestone, Walnut Park Destination Service Area

# Florence-Firestone, Walnut Park

Unincorporated County, Dial-A-Ride Service Area



SMPM Division, Mapping & GIS Services Section (mthng)  
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Lennox Unincorporated Area

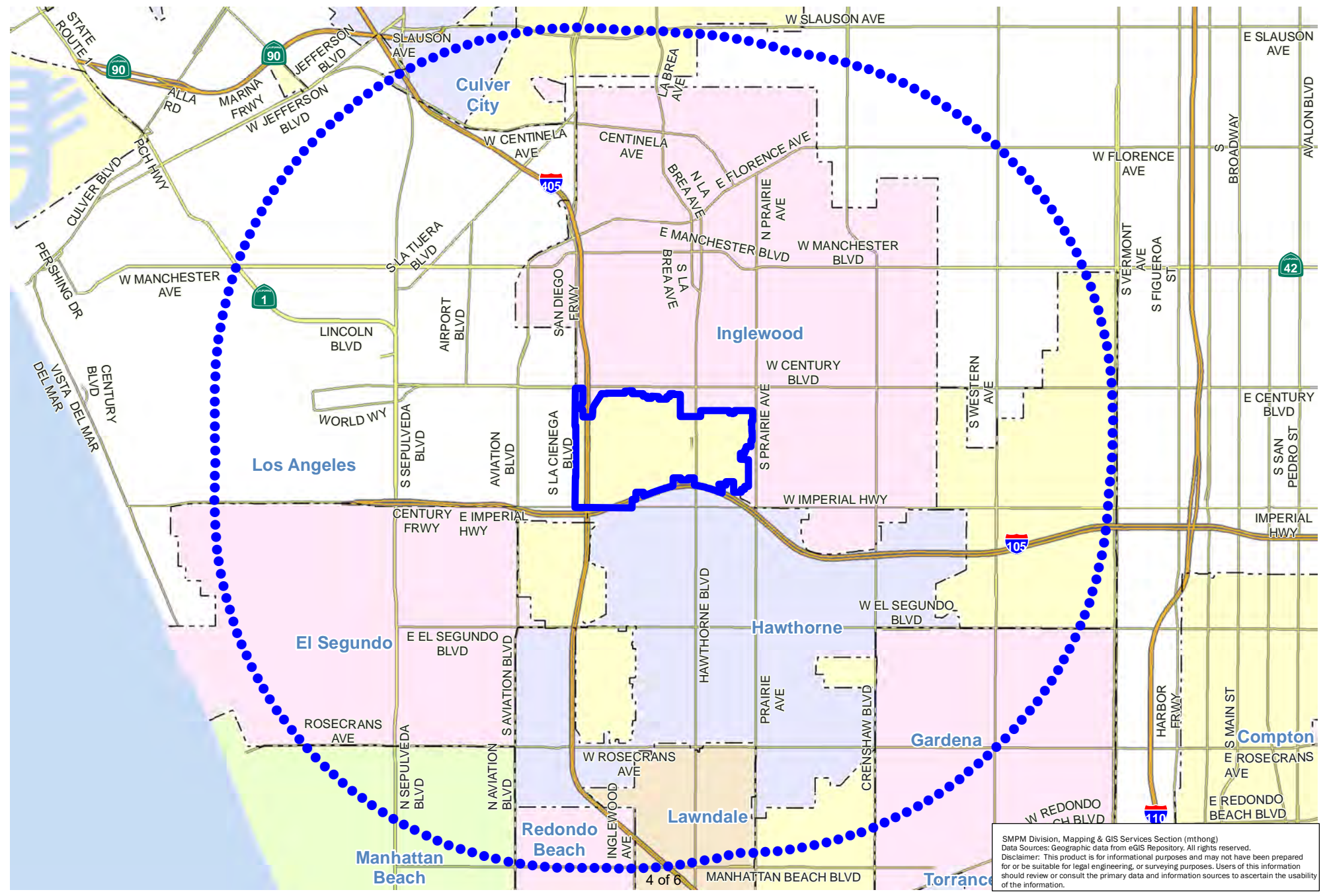
Lennox Destination Service Area

# Lennox

## Unincorporated County, Dial-A-Ride Service Area



Mile



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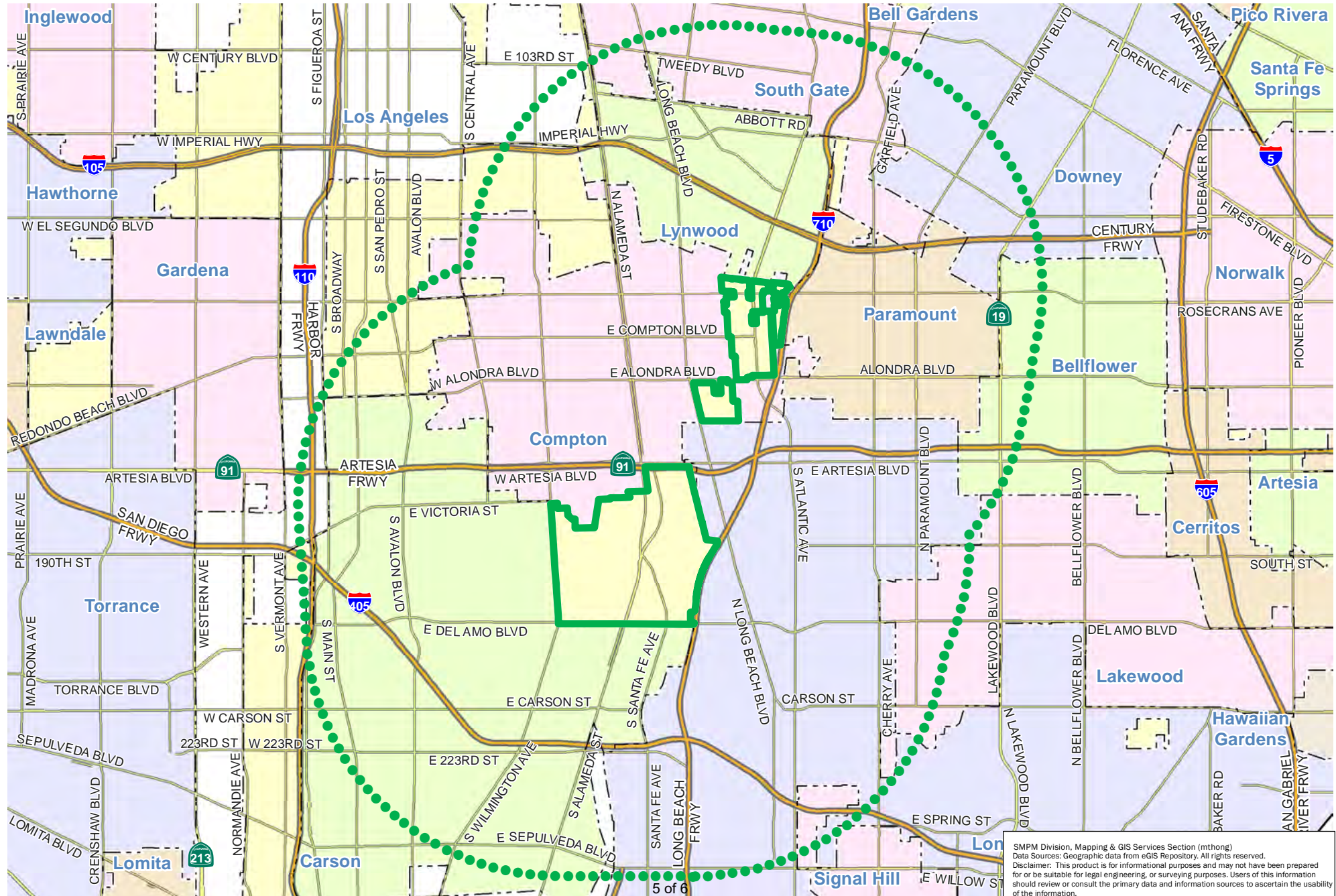
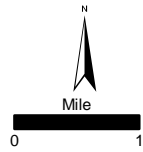




Rancho Dominguez Unincorporated Area  
 Rancho Dominguez Destination Service Area

# Rancho Dominguez

## Unincorporated County, Dial-A-Ride Service Area



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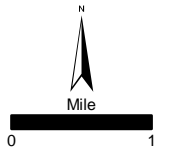


Willowbrook, Rosewood Unincorporated Area

Willowbrook, Rosewood Destination Service Area

# Willowbrook, Rosewood

## Unincorporated County, Dial-A-Ride Service Area



SMPM Division, Mapping & GIS Services Section (mthong)  
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**COUNTY-PROVIDED SERVICE VEHICLES**  
**WILLOWBROOK, ET AL PARATRANSIT SERVICE**

**Delivered to Contractor at Start of the Contract**

VEHICLE	I.D.	MAKE	MODEL	YEAR	SEATING	MILEAGE As of 1/20/22	VIN #	FUEL
1	L125	Braun	Entervan	2018	3 + 1 wheelchair	10,388	2C7WDGBG0JR361532	Gasoline
2	L126	Braun	Entervan	2018	3 + 1 wheelchair	7,789	2C7WDGBG0JR361488	Gasoline
3	L127	Braun	Entervan	2018	3 + 1 wheelchair	8,896	2C7WDGBG1JR363709	Gasoline
4	L203	Chevy	4500 GLAVAL TITAN	2010	12 + 2 wheelchair	169,400	1GB9G5AG2A1104632	Propane
5	L217	Glaval	Universal	2019	12 + 2 wheelchair	8,254	1FD4E4FS8KDC56888	Propane

**CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS**

**Section 1. Service Vehicle Information:**

A. The following Contractor-provided Service Vehicles will be assigned to operate the service routes and/or as spares to this Service:

CONTRACTOR'S UNIT NUMBER	DESCRIPTION				FUEL-TYPE
	Make	Model	Year	Seating	

B. The Contractor-provided Service Vehicles and all of the Contractor's spare vehicles shall meet the terms specified in the Scope of Work and the details listed in the following pages of this Exhibit.

C. The Contractor may substitute other services vehicles, as agreed upon in writing by the Contractor and the Contract Manager.

**Section 2. Contractor-Provided Service Vehicle Specifications, for New or Used Service Vehicles:**

**Dial-A-Ride Vehicles**

- Low floor Minivan, Type 4, ADA compliant, or approved equivalent with a County-approved wheelchair ramp
- Cutaway-type Vehicles, Type 2, ADA compliant, or approved equal with wheelchair lift or ramp
- Vehicles shall be 5 years old or newer, with no more than 150,000 miles (minivan)
- Vehicles shall be 7 years old or newer, with no more than 200,000 miles (cutaway)
- Cutaways to be low-emission gasoline or propane-powered (LPG)
- Cutaways to accommodate a minimum of 8 ambulatory passengers or 6 ambulatory passengers and two wheelchair passengers

## EXHIBIT I.1

- Minimum 12,000 lbs. GVWR (cutaways)
- Folding seats to be provided in the wheelchair area (folding seats cannot be used while these locations are occupied by wheelchairs)
- Approximately 55,000 BTU passenger area air-conditioning system (cutaways)
- Approximately 24,000 BTU passenger area heater (cutaways)
- Backup alarm
- A County-approved, fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, lift lighting, fully compliant with current ADA requirements and regulations (cutaways)
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage
- Fare Box

\\Pw01\pwwpublic\aePub\Service Contracts\CONTRACT\Eric\Willowbrook DAR\2021 IFB\Rebid\01 IFB\16 Exhibit I.1 - Contractor Provided Srvs Vehicles Req will0.doc



**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

Date/Time \_\_\_\_\_ Vehicle No. \_\_\_\_\_

Checked By \_\_\_\_\_

**EXTERIOR**

VERY GOOD      ACCEPTABLE      UNACCEPTABLE

Windshield	_____	_____	_____
Windows	_____	_____	_____
Body-Front and Sides	_____	_____	_____
Body-Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____

**INTERIOR**

Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grabrails	_____	_____	_____
Information Display Area	_____	_____	_____

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

**OVERALL RATING**

\_\_\_\_\_ VERY GOOD  
 \_\_\_\_\_ ACCEPTABLE  
 \_\_\_\_\_ UNACCEPTABLE

**DRIVER'S DAILY VEHICLE REPORT**

BUS NO. \_\_\_\_\_ MILEAGE \_\_\_\_\_ DATE \_\_\_\_\_ ROUTE \_\_\_\_\_

**OPEN HOOD & CHECK!**

- COOLANT, OIL, BATTERY, WASHER FLUID LEVELS, FAN BELTS & WIRING

**ENTER BUS & CHECK!**

- STEPS, GRAB HANDLES & RAILS, WINDOWS, WARNING DEVICES, FIRST AID KIT, FIRE EXTINGUISHER, CLEANLINESS & INSIDE EMERGENCY EXITS
- WHEELCHAIR LIFT OPERATION AND SECUREMENTS

**RECORD ODOMETER READING**

- CHECK IF P.M. IS DUE SHORTLY

**START ENGINE & CHECK!**

- NEUTRAL SAFETY SWITCH OPERATION
- GEAR SHIFT LEVER OPERATION
- SERVICE BRAKE WARNING BUZZER & LIGHT
- BRAKE INTERLOCK
- STEERING WHEEL PLAY
- WINDSHIELD WIPERS AND WASHERS
- HEATER AND DEFROSTER
- HORN
- SERVICE DOORS (OPEN & CLOSE)
- ALL MIRRORS
- WATER TEMPERATURE, FUEL, VACUUM, OIL OR AIR PRESSURE GAUGES
- PARKING BRAKE WARNING BUZZER & LIGHT
- SEAT BELT(S)
- SERVICE BRAKES

**DRIVE BUS FORWARD & APPLY BRAKES  
ACTIVATE ALL LIGHTS & CHECK!**

- AMMETER, ALL INTERIOR LIGHTS, HEADLIGHTS, (HIGH & LOW BEAM INDICATOR)

**SET PARKING BRAKE, PUT TRANSMISSION  
IN NEUTRAL WITH ENGINE RUNNING &  
ALL LIGHTS ON, CHECK FOLLOWING  
EQUIPMENT OUTSIDE BUS**

- RIGHT FRONT WHEEL AND TIRE
- RIGHT SIDE MARKER LAMPS
- TURN SIGNAL LIGHTS AND REFLECTORS
- RIGHT REARVIEW MIRROR & MOUNTING
- HEADLIGHTS & TURN SIGNALS
- CLUSTER, CLEARANCE AND I.D. LIGHTS
- DESTINATION SIGN OR IDENTIFICATION SIGNAGE
- WINDSHIELD
- LEFT REARVIEW MIRROR & MOUNTING
- LEFT FRONT WHEEL AND TIRE
- DRIVER'S SIDE WINDOW
- LEFT SIDE MARKER LAMPS & TURN SIGNAL
- LIGHTS AND REFLECTORS
- LEFT REAR WHEELS AND TIRES
- EXHAUST SYSTEM CONDITION
- LOOK UNDER VEHICLE FOR LEAKS
- REAR CLUSTER, CLEARANCE AND I.D. LIGHTS
- TAILLIGHTS, TURN SIGNALS & REFLECTORS
- RIGHT REAR WHEELS AND TIRES
- FUEL TANK FILLER TANK CAPS

**CONDITION OF THIS BUS IS:**

- SATISFACTORY
- UNSATISFACTORY

REMARKS: \_\_\_\_\_

DRIVER'S SIGNATURE(S)	TIME	MECHANIC SIGNATURE(S)
1 _____	_____	1 _____
2 _____	_____	2 _____
3 _____	_____	DATE REPAIRS COMPLETED: _____
4 _____	_____	

PRIVILEGED AND CONFIDENTIAL



PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.  
**COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT**

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151

**Employee:** Complete form within 24 hours of vehicle collision and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.

**Division:** Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

<b>VEHICLE DRIVEN BY EMPLOYEE</b> (Check one)	
First Name _____	<input type="checkbox"/> County Vehicle (Includes veh. leased or rented by Co.) <input type="checkbox"/> Personal Vehicle
Last Name _____	Driver's Lic. No. _____ Permittee <input type="checkbox"/> Yes <input type="checkbox"/> No
Work Location _____	Equip. No. _____ Policy No. _____
Work Phone No. _____	Vehicle License No. _____ Insurance Co. _____
Division _____	Emp No. _____ Job Title _____
Vehicle: Year _____ Make _____ Model or Type _____	
Parts Damaged: _____	
Incident Date: _____ City: _____ On: _____	
At: _____ (Intersection or Address) Or Area: _____	
Hour: _____ AM _____ PM _____	
<b>PASSENGER</b>	PASSENGER: County Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No Name _____ Home Address _____ (Street) _____ (City) Phone Work: _____ Home: _____
<b>INJURED / WITNESS</b>	Check One: <input type="checkbox"/> Injured <input type="checkbox"/> Witness <input type="checkbox"/> Fatality Name _____ Phone _____ Nature of Injury _____ Address _____ Taken to _____
<b>OTHER VEHICLE (2)</b>	Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)
<b>OTHER VEHICLE (3)</b>	Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____ Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State) Parts Damaged _____ Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip) Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

Police Report  Yes  No

Photographs Attached  Yes  No

Police Agency Reporting \_\_\_\_\_ Station \_\_\_\_\_

**DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED**



Show your vehicle as the other vehicles as , etc.

SHOW the location and position of Vehicle(s) at point of impact.  
SHOW the name of the street(s) and location of stop signs, signals, number of lanes, and any important information.

EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED  Yes  No

Was your Vehicle legally parked?  Yes  No. If No, complete items (1)-(10) at the bottom of this page.

SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED  Yes  No

ITEMS

<p><b>(1) MOVEMENT</b></p> <p> </p> <p>_____ Straight Ahead</p> <p>_____ Lane Change</p> <p>_____ Making Right Turn</p> <p>_____ Making Left Turn</p> <p>_____ Standing</p> <p>_____ Parked</p> <p>_____ Backing</p> <p>_____ Rolling Back</p> <p>_____ Moving Unattended</p> <p><b>(2) TRAFFIC CONTROLS</b></p> <p>_____ None Present</p> <p>_____ Green Signal</p> <p>_____ Yellow Signal</p> <p>_____ Red Signal</p> <p>_____ Flashing Signal</p> <p>_____ Stop Sign</p> <p>_____ Warning Sign</p> <p>_____ Construction Sign</p> <p>_____ Other</p>	<p><b>(3) AMOUNT OF TRAFFIC</b></p> <p>_____ No Other</p> <p>_____ Light</p> <p>_____ Medium</p> <p>_____ Heavy-Flowing</p> <p>_____ Congested</p> <p><b>(4) TERRAIN</b></p> <p>_____ Level</p> <p>_____ Upgrade</p> <p>_____ Downgrade</p> <p>_____ Hill Crest</p> <p>_____ Dip</p>	<p><b>(5) ROAD SURFACE</b></p> <p>_____ Concrete</p> <p>_____ Asphalt</p> <p>_____ Oiled/Gravel</p> <p>_____ Unpaved</p> <p>_____ Other</p> <p><b>(6) VISIBILITY</b></p> <p>_____ Good</p> <p>_____ Fair</p> <p>_____ Poor</p> <p>_____ Very Poor</p>	<p><b>(7) WEATHER</b></p> <p>_____ Clear</p> <p>_____ Rain</p> <p>_____ Fog</p> <p>_____ Dusty</p> <p>_____ Snow</p> <p>_____ Heavy Smog</p> <p>_____ Other</p> <p><b>(8) ROAD CONDITION</b></p> <p>_____ Dry</p> <p>_____ Wet</p> <p>_____ Muddy</p> <p>_____ Snowy or Icy</p>	<p><b>(9) EVASIVE ACTION by Co. Driver</b></p> <p>_____ Locked Brakes</p> <p>_____ Hard Brakes</p> <p>_____ Slowed/Stopped</p> <p>_____ Steered Away</p> <p>_____ Accelerated</p> <p>_____ None</p> <p>_____ Other</p> <p><b>(10) SAFETY BELTS</b></p> <p>_____ Installed, Not Worn</p> <p>_____ Installed and Worn</p> <p>_____ Not Installed</p> <p>_____ Vehicle Unoccupied</p>
Total Yrs. Driv. For Co. _____		Total Yrs. Driv. this type Veh. _____		Total Yrs. Driv. _____
EMPLOYEE NAME (PRINT)		SIGNATURE		DATE
SUPERVISOR NAME (PRINT)		SIGNATURE		DATE
DIVISION HEAD OR AUTH. REPRESENTATIVE NAME (PRINT)		SIGNATURE		DATE

## PREVENTIVE MAINTENANCE

On County-Owned Vehicles and Contractor-Provided and operated Service Vehicles the Contractor shall follow the Original Equipment Manufactures (OEM) required Preventive Maintenance Inspection (PMI) program, or the following, whichever is more stringent.

### SECTION 1. EQUIPMENT

The preventive maintenance inspection services hereinafter referred to as PMI services, as described herein, shall be performed on the following County-Owned vehicles. These vehicles are gasoline-powered.

Fleet No.	Make and Year	Model	VIN
L101	Mobility Ventures 2016	MV-1	57WMD2C61GM100513
L102	Mobility Ventures 2016	MV-1	57WMD2C61GM100592
L103	Mobility Ventures 2016	MV-1	57WMD2C65GM100272
L104	Mobility Ventures 2016	MV-1	57WMD2C66GM100216
L105	Mobility Ventures 2016	MV-1	57WMD2C66GM100300
L23	Dodge 2018	Grand Caravan	2C7WDGDBGXJR362980
L124	Dodge 2018	Grand Caravan	2C7WDGDBGXJR363739

### SECTION 2. SERVICE PROVISIONS

PMI Services to be provided by Contractor shall consist of levels hereinafter referred to as "A," "B," "C," "J," and "I" PMI Services and shall be conducted at vehicle mileage or time intervals as described herein. All inspections and/or services shall be documented. Items identified as in need of correction or repair must be listed on each inspection or service.

Minivans:

**A. PMI Service Sequencing**

1. "A" Service occurs every 3,000 vehicle miles or 45 days, whichever occurs first. An "A" Service occurs as part of every "B" and "C" Service.
2. "B" Service occurs every 24,000 vehicle miles or 12 months, whichever occurs first. The "B" Service occurs as part of every "C" Service.
3. "C" Service occurs every 48,000 vehicle miles or bi-annually (every other year), whichever occurs first.
4. "J" inspection occurs every 45 days regardless of mileage.
5. "I" inspections occurs a minimum of once per week. More frequent "I" Service may be required by the County depending upon demonstrated vehicle reliability.
6. "DVI" Daily Vehicle Inspection Report. This is a legally required document prepared each day by the vehicle operator (driver) regarding the vehicle to be operated. A copy is to be retained by the Contractor maintenance shop and any repair work documented. This report requirement is explained in more detail in the "Operator Requirements" section of this document.

	<u>Service Miles</u>	<u>PMI Service</u>	<u>Service Includes</u>
45 Days maximum	3,000	A	J & I
12 Months maximum	24,000	B	A, J & I
2 Years maximum	48,000	C	A, B, J & I
45 Days maximum	45 Days Inspection	J	
Weekly maximum	Weekly Inspection	I	

Pre-trip and Post-trip inspection by the operator (driver) – Daily DVI

Note: PMI Service sequencing every 2 years or 48,000 vehicle service miles, whichever occurs first.

**B. Scope of Service**

Contractor shall perform (or cause to have performed) the following PMI Services on the County-owned Vehicles at or prior to the Service mileage/time sequencing identified in Section 'A', above.

C. Inspections/PMI Services

1. "A" Inspection (PMI) Service (3,000 miles or 45 days)

(includes the following items, but not limited to)

- Change engine oil
- Replace engine oil filter
- Engine idle speed (check & adjust)
- Engine throttle linkage; check operation
- Check transmission fluid level
- Inspect driveline
- Driveline "u-joints", lubricate
- Inspect shock absorbers
- Check Front wheels for play – wheel bearings, ball joints and leaks
- Coolant, check and record protection and condition
- Pressure Test coolant system and radiator cap, check condition of hoses and clamps,
- Differential oil level, check
- Brake fluid level
- Battery(s) specific gravity; check
- Load Test battery(s)
- Clean battery terminal connections
- Test and Record Alternator Readings
- Inspect brakes for operation and wear. Record percentage of pad and/or lining remaining
- Inspect brakes, and adjust as necessary
- Measure and record tire tread depth

- Check and record tire pressures (including spare tire)
- Inspect tire rims and mounting
- Check tire rim mounting bolt torque
- Inspect tires, if irregular wear present perform alignment
- Check Steering for free play
- Check Steering fluid level
- Check steering box mounting
- Check steering box
- Check steering linkage, lubricate
- Road test for steering and suspension
- Accessory drive belt tension, measure and record
- Inspect accessory drive belts for wear and tension; record result
- Inspect exterior lamps for operation
- Inspect interior lamps for operation
- Inspect dash panel for operation of all switches gauges and lamps
- Inspect upper (overhead) panel for operation of all switches gauges and lamps
- Inspect all doors for adjustment and smoothness of operation
- Inspect wheelchair ramp/lift for operation and adjustment; including the interlock device
- Clean and lubricate wheelchair lift
- Cycle wheelchair ramp/lift in manual (emergency) check hydraulic fluid level mode
- Inspect glazing for operation and cracks
- Operate emergency escape windows
- Inspect seats for damage, soiling



- Inspect floor covering and step treads for damage
- Measure and record A/C output temperature front and rear
- Test heating (front and rear) for output. Clean immediate area surrounding rear heater unit. (cutaway vehicles only)
- Inspect exhaust system, correct deficiencies
- Inspect fire extinguisher – charge and expiration
- Inspect other vehicle safety devices/equipment
- Inspect wiper, washer operation, fluid level
- Tire rotation
- Fluids spill kit

Plus other additional items as deemed appropriate.

2. "B" Inspection/Service (24,000 miles/12 months)

(included, but not limited to)

- "A" inspection; "J" inspection and "I" inspection
- Replace Engine air filter
- Replace Engine fuel filter
- Service Transmission, replace transmission filter
- Replace passenger compartment air filter
- Repack front wheel bearings
- Align front wheels
- Check front suspension and all shock absorbers

Plus other additional items as deemed appropriate.

3. "C" Inspection/Service (48,000 miles/Bi-Annual)

(included but not limited to)

- "A" Inspection

- "B" Inspection
- Engine coolant; replace
- Flush engine block and radiator
- Replace engine coolant thermostat
- Replace coolant hoses, clamps as necessary
- Replace radiator pressure cap
- Drain and refill differential
- Replace brake fluid

Plus other, additional items as deemed appropriate.

4. "J" Inspection ("45" day inspection/45-day cycle only)

(included, but not limited to)

- Legal requirements, 13 CCR 1232(b)
- Inspection must be maintained as a part of State law
- Brake inspection, record percentage of pad or linings remaining; adjust as necessary
- Inspect brake system for leaks, brake fluid level, add fluid as needed
- Inspect accessory drive belts for condition; measure belt tensions and record
- Inspect all hoses and lines for condition
- Inspect tires
- Inspect wheels and wheel mountings
- Inspect steering
- Inspect suspension
- Inspect vehicle safety devices
- Inspect vehicle safety equipment

- Inspect vehicle exhaust system
- Inspect vehicle wiper/washer operation/fluid level

Plus other additional items as deemed appropriate.

5. "I" Service level (minimum once per week)

Contractor shall perform the PMI Service level "I" in accordance with California Code Regulations Title 13, Section 1234(f) and California Vehicle Code Section 34500.

Contractor is responsible for and shall conduct an "I" Service at frequent intervals (minimum weekly) utilizing qualified maintenance personnel.

PMI Service Level "I" shall include, but not be limited to the following:

"I" Service (minimum weekly)

(included, but not limited to)

- Engine Drive belts – inspection
- Engine oil level
- Engine coolant level
- Transmission fluid level
- Interior lights
- Exterior lights
- Brake operation
- Parking brake operation
- Instrument cluster (gauge operation and lighting)
- Tire pressure to specification
- Front wheel bearings (leaks and/or play)
- Directional Signals and Flashers
- Horn operation
- "Back-up" alarm operation

- Door operation
- Wheelchair lift or ramp and the interlock operation
- Wheelchair lift or ramp operation
- Emergency escape window operation
- Wiper/washer operation
- Measure and record A/C output temperature for both the front and rear passenger air vents
- Check under vehicle for any fluid leaks
- Note any body damage
- Vehicle cleanliness interior/exterior

Plus other additional items as deemed appropriate.

6. "DVI" Daily Pre-trip/Post-trip Vehicle Inspection

- By operator (driver) of vehicle
- Required inspection. 13 CCR 1215 (a)/Section 34500 CVC
- Contractor shall cause assigned driver (operator) of revenue service vehicle to conduct a vehicle "Pre-trip" inspection of said vehicle prior to operating (driving) said vehicle "Post-trip" on a daily basis, signed by the assigned operator (driver) of the vehicle.
- The vehicle defect report is required as a matter of record, whether or not any defects are found

Note: This inspection is not a pure maintenance function inspection, but rather conducted by the operator (driver) of the vehicle. Further detail of the "DVI" inspection is explained in the "operations" section of this document. Also under "Record Keeping Requirements."

D. Services Not Included

The following services shall be performed as part of the Contractor's regular maintenance. These items will be performed as necessary and may or may not be performed as part of the PMI Service:

- Tire repair and/or replacement.

- Non-PMI scheduled repairs except as covered by warranty.
- Mechanical failure and/or "Road Calls" except as covered under warranty.
- Damage to mechanical components due to abuse, vandalism or accident.
- Damage to body/cosmetic appearance.
- Vehicle washing and cleaning (exterior and interior).
- Replacing and/or Recharging the fire extinguisher/ fire extinguisher compliance.
- Fuel and labor required to transport vehicles to be serviced/repared.

To the maximum extent possible, items shall be repaired or replaced and/or scheduled during routine PM maintenance to minimized vehicle downtime.

E. Parts Not Included In PMI Service (Contractor-Supplied)

The following parts will be maintained and replaced as needed on a day-to-day basis by Contractor at Contractor's expense.

- Head Lamps
- Clearance lamps
- Turn signal lamps
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Other consumables except as covered by warranty
- Fire Extinguisher
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

F. Parts Included

The following parts shall be provided under either PMI Services or regular maintenance Services by Contractor (included, but not limited to):

Engine:

Oil filter(s)

- Air filter element
- Fuel filter element (both)
- Passenger compartment air filter
- Replacement oil
- Replacement coolant

Miscellaneous:

- Power steering fluid
- Brake fluid

Transmission:

- Oil filter(s)
- Replacement oil

Differential:

- Replacement oil

Wheel Bearing:

- Grease seals
- Grease

Lubrication grease

Silicone

Antifreeze

Battery water (distilled)

Battery terminal spray/protectant

Windshield washer fluid

A/C Compressor lube oil

Freon #R-134a refrigerant

Miscellaneous hoses/flex lines, and washer that have a replacement requirement as part of the PMI Services schedule.

Miscellaneous seals, and gaskets that have a replacement requirement as part of the PMI Services schedule.

Miscellaneous engine accessory drive belts as part of PMI Services schedule.

**SECTION 3. OIL ANALYSIS**

Sample will be taken by Contractor utilizing County-approved personnel and a County-approved sample-taking process. Within one business day of taking the sample, sample must be delivered to a Director-approved analysis facility for processing according to the following schedule:

ENGINE OIL: Sample requirement is 500 miles prior to Each "A" service/inspection (every second oil change).

Transmission Oil: Sample requirement is 500 miles prior to every other "B" only (12- month) service/inspection. Not to exceed 24,000 miles.

Contractor shall inform Director, at least seven calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At the Director's option, County personnel may be on-site to observe the Contractor's sampling procedures.

Contractor shall provide or shall cause to have provided to Director a copy of each analysis generated within one business day after results of said analysis are known -or- returned to Contractor by the oil analysis vendor.

**SECTION 4. RECORDS**

Individual PMI service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with California Highway Patrol terminal inspection requirements. Records shall be maintained for all "DVI," "I," "J," "A," "B," and "C" Inspection/Service plus any maintenance conducted or repairs made.

A copy of each PMI Services/repair activity shall be mailed to COUNTY at the following address:

County of Los Angeles  
Department of Public Works  
Programs Development Division  
Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Transit Manager

**SECTION 5. OIL/LUBRICANT SPECIFICATIONS**

Contractor shall utilize the following oil/lubricant specifications while servicing the current Chevrolet Venture County-owned vehicles:

- Engine Oil: 5W-30 grade is preferred and 10W-30 grade is permitted API Energy Conserving -or- as superceded by the American Petroleum Institute.

- Transmission Oil: Dexron-III or as specified by the manufacturer
- Differential Oil: Hypoid Geor Lubricant SAE 80-or-9G
- Engine Coolant: DEX-COOL 50/50 Anti-freeze/distilled water or as specified by the manufacturer
- Refrigerant (A/C System): Compressor: "CELTIC" [(rotary) 'Sanden' type)],  
(Split system) Compressor Oil "PAG" (R-134a)
- Power Steering Fluid: GM Power Steering Fluid Part No. 1052884
- Brake Fluid: Delco Supreme 11 (GM Part No. 12377967) or equivalent DOT-3 Heavy Duty
- Chassis Lube: per manufacturer's specification
- Steering: per manufacturer's specification
- Engine Air Filter: per manufacturer's specification



# EXHIBIT N.1

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**INTENTIONALLY OMITTED**

## CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

### 1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

A. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to: (1) initiate substance abuse testing as described herein below; (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

B. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1) Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of **0.04** percent.

2) Mandatory drug and alcohol testing within two (2) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while

operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. Contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3) Non-discretionary, Random Substance Abuse Testing

Contractor shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, Contractor shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, Contractor shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4) Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5) Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

Contractor shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of Contractor's intention to prohibit performance of specified duties. Contractor is not required hereby to terminate employment of the individual altogether.

C. Institute A Review Procedure

The Contractor shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by Contractor, an employee representative (who shall be an employee of Contractor), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule Contractor's intended work prohibition.

The decision shall be written but need not be a formal document.

2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by Contractor. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and Contractor will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of Contractor to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
QUARTERLY REPORT**

**Contractor:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_

**Agreement/Contract No.** \_\_\_\_\_ **Service:** \_\_\_\_\_

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

**FAX to:** (626) 979-5359  
 or  
**MAIL to:** Los Angeles County Department of Public Works  
 Attention Transit Operations Section  
 P.O. Box 1460  
 Alhambra, CA 91802-1460

<b>I. <u>RANDOM TESTING</u></b>	<b><u>DRIVERS</u></b>	<b><u>MECH.</u></b>	<b><u>OTHER</u></b>	<b><u>TOTAL</u></b>
a. Number of drivers and mechanics assigned to service this quarter.	_____	_____	_____	_____.
b. Number of random test (25% minimum)	_____	_____	_____	_____.
c. Number of positive tests results	_____	_____	_____	_____.
d. Number of positive second tests	_____	_____	_____	_____.
e. Action taken due to second positive tests	_____			
<b>II. <u>PRE-EMPLOYMENT TESTING</u></b>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests	_____			
<b>III. <u>INCIDENT-RELATED TESTING</u></b>				
a. Number of employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Number of positive second tests	_____	_____	_____	_____.
d. Action taken due to second positive tests	_____			

Prepared By \_\_\_\_\_

Date \_\_\_\_\_

# TRANSIT SECURITY PLAN

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DAILY TRANSPORTATION TRIP SHEET  
 NAME \_\_\_\_\_ DATE \_\_\_\_\_



CITY OF \_\_\_\_\_ EXHIBIT R.1

PAGE# \_\_\_\_\_ OF \_\_\_\_\_ PAGES VEH# \_\_\_\_\_

<u>DRIVER HOURS/MILEAGE</u>	<u>TOTAL TRIPS</u>	<u>SERVICE TIME</u>	<u>SERVICE MILEAGE</u>
TIME DRIVER SIGN ON _____	TOTAL THIS SIDE _____	LEAVE YARD _____	LEAVE YARD _____
TIME DRIVER SIGN OFF _____	TOTAL OTHER PAGE _____	FIRST PICK-UP _____	FIRST PICK-UP _____
LAST DROP B4 LUNCH _____	TOTAL _____	LAST DROP-OFF _____	LAST DROP-OFF _____
MILEAGE _____		RETURN TO YARD _____	RETURN TO YARD _____
1ST P/U AFTER LUNCH _____		<b>FUELING</b>	
MILEAGE _____	<b>SAMPLE</b>	BEGIN TIME _____	BEGIN MILEAGE _____
		END TIME _____	END MILEAGE _____

#	SCHED TIME	ACTUAL PICK UP TIME	PICK UP MILE	PICK UP POINT	DESTINATION	DROP OFF TIME	DROP OFF MILE	FARE 0.50	FREE or ESCORT	W/C	NO SHOW	CANCEL	TRIP MILE	PASS MILE
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2														
3														
4														
5														
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20														

DRIVER'S SIGNATURE _____	SUBTOTAL THIS PAGE	
SUPERVISOR'S SIGNATURE _____	SUBTOTAL FROM FOLLOWING PAGE(S)	
	<b>GRAND TOTAL</b>	

NAME \_\_\_\_\_ DATE \_\_\_\_\_



CITY OF \_\_\_\_\_

PAGE# \_\_\_\_\_ OF \_\_\_\_\_ PAGES VEH# \_\_\_\_\_

	SCHED TIME	ACTUAL PICK UP TIME	PICK UP MILE	PICK UP POINT	DESTINATION	DROP OFF TIME	DROP OFF MILE	FARE 0.50	FREE or ESCORT	W/C	NO SHOW	CANCEL	TRIP MILE	PASS MILE
21														
22														
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DRIVER'S SIGNATURE _____								SUBTOTAL THIS PAGE						
SUPERVISOR'S SIGNATURE _____								SUBTOTAL FROM FOLLOWING PAGE(S)						
								GRAND TOTAL						

# **EXHIBIT S**

## Exhibit S: Bid Submission Instructions

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-5 for the above exhibit that is incorporated here by reference.



# 1. Title Page



*STATEMENT OF QUALIFICATIONS TO*

County of Los Angeles  
Department of Public Works

*FOR*

Fixed Route and Dial-A-Ride  
Transit Services  
(2016-SQPA001)

Dated: June 15, 2016

**SUBMITTED TO:**

**SUBMITTED BY:**

**County of Los Angeles**  
**Department of Public Works**  
Mr. Eric Fong, Contract Analyst  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: 626.458.5100

**MV Transportation, Inc.**  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
Mr. Justin Pate, Vice President  
479 Mason Street, Suite 221  
Vacaville, CA 95688  
Telephone: 214.662.0499

---

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*





## 2. Table of Contents

1. Title Page .....	1
2. Table of Contents .....	2
3. Letter of Transmittal .....	4
4. Support Documents for Corporations and Limited Liability Companies .....	5
a. Corporations .....	5
b. Limited Liability Companies .....	5
5. Experience .....	6
a. Background.....	6
b. Organization.....	9
c. Roles and Resumes.....	10
d. Length and Quality of Experience.....	11
e. Compliance with Minimum Mandatory Requirements .....	14
6. Work Plan .....	16
a. Staffing Plan/ Maintenance Staffing Plan.....	16
a.1. Key Personnel.....	16
a.2. Job Descriptions.....	23
a.3. Hiring/ Screening and Selection .....	28
a.4. Supervisory Tasks- Schedule Adherence Checks .....	35
a.5. Supervisory Tasks .....	37
a.6. Shared Personnel.....	38
a.7. Full-Time Employee Staffing Plan .....	38
b. Communication Equipment .....	38
c. Storage and Maintenance Facilities.....	39
d. ADA Compliance .....	40
e. Equipment/ Proposer-Provided Spare Service Vehicles.....	41
e.1. Vehicle Maintenance .....	41
i. Purpose .....	41
ii. General Maintenance Guidelines .....	43
iii. Inspections and Scheduled Maintenance Activities.....	46





iv.	Management Systems and OEM Recommendations.....	58
v.	Overhauls and Repairs .....	61
vi.	Road Calls .....	62
vii.	Maintenance Quality Assurance.....	63
viii.	Leadership and Approach .....	64
f.	Transit Security Plan.....	65
g.	Training .....	75
h.	Recruitment and Replacement.....	85
i.	Uniforms and Identification Badges .....	85
j.	Communications.....	85
k.	Emergency and Contingency Planning .....	87
l.	Transition Plan.....	88
7.	Quality Assurance Program .....	94
a.	Policies and Procedures.....	94
b.	Inspection and Fundamentals .....	95
c.	Quality Control Documentation, Review, and Reporting.....	96
8.	Subcontractors.....	99
9.	Financial Resources.....	100
10.	Licenses and Certifications .....	101
11.	Insurance .....	102
12.	Record Keeping.....	103
13.	Forms List .....	104
14.	Subcontractors' Forms List .....	105
15.	Living Wage Ordinance – Application for Exemption .....	106
16.	Fuel Cost Adjustment.....	107
17.	Additional Information.....	108
a.	Los Angeles County Experience.....	108
b.	Client Testimonials.....	108
c.	Progress Payments.....	108





### 3. Letter of Transmittal

Please refer to the pages preceding this proposal for MV's letter of transmittal.





#### 4. Support Documents for Corporations and Limited Liability Companies

##### a. Corporations

MV Transportation, Inc. was incorporated in the state of California on December 18, 1978

##### Required Documentation

Please see a copy of MV's Certificate of Good Standing with the State of California and a Statement by Domestic (or Foreign) Stock Corporation as filed with the California Secretary of State following this page, as required by the RFP.

##### b. Limited Liability Companies

MV is not a limited liability company.





**MV'S CERTIFICATE OF GOOD STANDING  
WITH THE STATE OF CALIFORNIA STATEMENT  
OF DOMESTIC (OR FOREIGN) STOCK  
CORPORATION**

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MV TRANSPORTATION, INC.

FILE NUMBER: C0905601  
FORMATION DATE: 12/18/1978  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of April 15, 2016.

A handwritten signature in cursive script, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

DEC 21 2015

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MV PUBLIC TRANSPORTATION, INC.

FILE NUMBER: C2561255  
FORMATION DATE: 10/14/2003  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of December 10, 2015.

ALEX PADILLA  
Secretary of State



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F718824**

**FILED**

In the office of the Secretary of State  
of the State of California

**JUL-16 2015**

1. CORPORATE NAME  
MV TRANSPORTATION, INC.

2. CALIFORNIA CORPORATE NUMBER  
C0905601

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4 STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE  
5910 N CENTRAL EXPY STE 1145, DALLAS, TX 75206

5 STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE  
479 MASON STREET STE 221, VACAVILLE, CA 95688

6 MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added, however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE  
BRIAN KIBBY 5910 N CENTRAL EXPY STE 1145, DALLAS, TX 75206

8. SECRETARY ADDRESS CITY STATE ZIP CODE  
LISA WINSTON HICKS 5910 N CENTRAL EXPY STE 1145, DALLAS, TX 75206

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE  
ROBERT A PAGOREK 5910 N CENTRAL EXPY STE 1145, DALLAS, TX 75206

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE  
ALEXIS LODDE 5910 N CENTRAL EXPY STE 1145, DALLAS, TX 75206

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS  
CT CORPORATION SYSTEM

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PASSENGER TRANSPORTATION SERVI

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT

07/16/2015 ROBERT A PAGOREK CFO  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE



## 5. Experience

### a. Background

#### A History of Innovation

With a dream of innovation and mobility, Feysan and Alex Lodde formed MV Transportation, Inc. in 1975. Then San Francisco limousine operators, the Loddes were compelled to make a difference in their home city, San Francisco, California.

The Loddes witnessed a growing need for improved mobility options, initially for persons with disabilities and those who were elderly. With two vans and a vision for the future, the Loddes approached City officials and formed an agreement to provide transportation to persons with disabilities.

As the need for MV's services grew, the company expanded – first within California, then into other states and new modes of transport. Along the way, major company milestones include:

- Acquisition of a controlling interest in Vallejo Citizens Transit Corp., one of the nation's oldest contracted fixed route services, formed in 1956 in California;
- Entry into the federal transportation market, with the operation of Ground Transportation for the Veterans Administration in 1998;
- Expansion into pupil transportation services in 2001;
- Emergence as a top campus shuttle innovator in its partnership with Microsoft Corporation in 2005

More than 40 years since its founding, MV Transportation, Inc. is the nation's premier passenger transportation contractor. The only American-owned transportation of its size and scope, the company offers its customers best value in transportation management and operations. Delivering innovative transportation solutions, MV provides freedom of movement, safety, and a positive customer experience to the communities it serves.

#### Company Statistics

Number of Employees:	20,319
Number of Vehicles:	10,286
2015 Revenue (Audited):	\$1,168,652,000
Number of Contracts:	240
Number of Locations:	156





U.S. States	30
Canadian Provinces	3
Years' Operating Passenger Transportation Services <sup>1</sup>	61

## Customer Profile

Seeking safety, reliability, and a forward thinking partner, MV's customers entrust the company to provide professional transportation management, operation, and maintenance services on their behalf.

The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the County are listed as references.

### City & County Governments

- Transit Departments, Public Works, Parks and Recreation, Multi-City Consortiums

### Special-Purpose Districts

- Chartered and Governmental, Transit Agencies, Transit Districts, School Districts, Airports Authorities

### Federal Agencies

- Veterans Administration, National Parks Services

### Private Entities

- Universities, Private Companies, Hospitals, Hotels, Casinos

<sup>1</sup> Through its subsidiary, MV Transportation, Inc. brings 60 years of transportation experience



## Record of Experience

---

MV offers innovative solutions in passenger transportation to communities across North America. Its breadth of experience encompasses fixed route, flex route, shuttle, commuter, BRT, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including (but not limited to) vehicle maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance.

### Paratransit and Demand Service

Operating more on-demand, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages contracts operating demand-based transportation services across North America, serving diverse metropolitan areas as well as rural and suburban locations. Among its flagship operations, MV operates:

- Mobility Management Services paratransit program for Dallas Area Rapid Transit in Dallas, Texas;
- Metro-Access paratransit for Capital Metropolitan Transportation Authority in Austin, Texas;
- Access Paratransit for the Orange County Transportation Authority in Orange County, California; and,
- Access-a-Ride for New York City Transit, in New York.

### Fixed Route, Flex Route, and Shuttle

MV operates fixed route, flex route, commuter bus, and shuttle services throughout North America. Its scope of operations comprises some of the largest privately operated in the nation. In Southern California, MV operates more fixed route and shuttle service than any other contractor, serving agencies including the Los Angeles Department of Transportation (LADOT), Los Angeles Metropolitan Transportation Authority (LA Metro), as well as numerous Cities within the greater Los Angeles Metropolitan area. The company's largest fixed route operations include:

- The CONNECTOR service for Fairfax County, Virginia;
- Las Vegas Transit, for the RTC of Southern Nevada; and,



- DASH and Commuter Express, for LADOT.

### **Fleet Maintenance**

The company's maintenance program is developed based on industry best practices and in conjunction with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas-Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

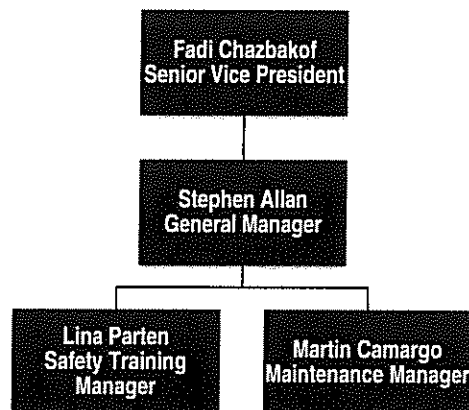
### **Transportation Technologies**

A true technology company, MV brings innovation and automation to its operations – providing a unique data-driven process that delivers customer focused service. With nearly 250 transportation contracts, the company provides expert guidance and best practices in reservations/ scheduling/ dispatch systems, planning tools, reporting systems, AVL/GPS technologies, and on board devices.

Moreover, the company unites its overarching commitment to safety and technology with its provision of safety-monitoring tools that support ongoing training while preventing on-road incidents.

The company's use of both trusted and emerging technologies ensures dynamic and state of the art operations.

## **b. Organization**







### c. Roles and Resumes

Resumes for its team listed below are provided in the following section. Regarding resume of the firm, MV has extensive experience operating shuttle services across the country and understands the County's expectations of professionalism and reliability. Please refer to the summaries in section which highlight several operations similar in scope to the County's shuttle services. Proposal section 17. *Additional Information*, also contains letters from MV customers attesting to the quality of the company's service.

In addition, please refer to Section 5.d below for key staff experience providing similar service.

#### Principals Specific to the County's Service

- Fadi Chakbazof, Senior Vice President

#### Managing Employees

- Stephen Allan, General Manager
- Martin Camargo, Maintenance Manager
- Lina Parten, Safety and Training Manager

#### On-Site Supervisor

- Stephen Allan, General Manager

#### Other Key Staff

- Hector Vargas, Director of Safety
- Joel Ross, Director of Maintenance
- JoAnne Harrison, Director of Accounting

#### Subcontractors

MV's proposal does not include a subcontractor partnership. The company does have extensive experience working with subcontractors should the County require this type of partnership with a Small Business or Disadvantaged Business Enterprise.

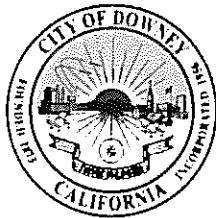


**d. Length and Quality of Experience**

**Experience in Similar Services**

MV has extensive experience operating fixed route and shuttle services across the country and understands the County's expectations of professionalism and reliability.

**DowneyLINK and Dial-A-Ride, City of Downey (Downey, CA)**



MV began operating DowneyLINK public fixed route service for the City of Downey in 2002, and was awarded its Dial-A-Ride service in 2007, along with a second contract term for the DowneyLINK. The DowneyLINK operates within the City on four routes. For this fixed route service, MV uses seven 32 foot propane-fueled ElDorado T-Mark vehicles.

Traveling over 190,000 miles annually and transporting more than 269,000 passengers, MV delivers this much-needed service as a long-standing member of the Downey community.

The Dial-A-Ride is an advanced-reservation, shared-ride service available to seniors and persons with disabilities that prohibit the use of the fixed route service. MV coordinated with the City to accommodate the service's operator shortage and has been providing this service with the City since its inception. Service is delivered with a fleet of seven propane vehicles.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

<b>Name</b>	<b>Title</b>	<b>Years Managing City of DowneyLINK Operation</b>
<b>Fadi Chakbazof</b>	Senior Vice President	4 Years
<b>Stephen Allan</b>	General Manager	8 Years
<b>Martin Camargo</b>	Maintenance Manager	14 Years
<b>Lina Parten</b>	Safety and Training Manager	10 Years
<b>Hector Vargas</b>	Director of Safety	9 Years
<b>Joel Ross</b>	Director of Maintenance	2 Years

Please contact Mr. Thad Phillips, Director of Community Services, at (562) 904-7236 and [tphillips@downeyca.org](mailto:tphillips@downeyca.org), as a reference for MV's performance on this contract.



**King Medical Center Shuttle (Alhambra, CA)**

MV has provided the County of Los Angeles’ King Medical Center Shuttle since June 2011. Here, MV operates three propane-fueled 2008 El Dorado Chevy 4500 30 foot vehicles. MV provides all aspects of the operations and maintenance of this shuttle service. MV uses the County-provided vehicles and provides the spare vehicle and radio equipment. In addition, MV provides the operational and maintenance facility located at 7209 Rosecrans Paramount, CA. The King Medical Shuttle provides local bus service between the Kenneth Hahn Shopping Plaza, the Martin Luther King, Jr. Hospital, and the joint Metro Rail Blue and Green Line Stations.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing King Medical Center Shuttle Operation
Fadi Chakbazof	Senior Vice President	4 Years
Stephen Allan	General Manager	5 Years
Martin Camargo	Maintenance Manager	5 Years
Lina Parten	Safety and Training Manager	5 Years
Hector Vargas	Director of Safety	5 Years
Joel Ross	Director of Maintenance	2 Years

Please contact Mr. John Zeigler, Assistant Transit Analyst, at (626) 458-5914 and [jzeigler@dpw.lacounty.gov](mailto:jzeigler@dpw.lacounty.gov), as a reference for MV’s performance on this contract.

**iShuttle, City of Irvine (Irvine, CA)**

MV has provided the iShuttle shuttle service for the City of Irvine since 2008. Designed to improve passenger mobility throughout the Irvine community, this fixed route service connects commercial and residential Irvine locations to Metrolink train stations, with major destinations including the John Wayne Airport, Irvine Business Complex, and the Irvine Spectrum arena.



MV operates and maintains a mixed fleet of 20 CNG vehicles, which are equipped with automatic passenger counters to assist with passenger data collection. MV uses its proprietary TimePoint system to track on-time performance, vehicle location, and to evaluation live and historical system performance. The vehicles are also equipped with video monitors, which connect with the TimePoint system



to display advertising based on GPS coordinates. This dynamic advertising strategy generates additional revenue for the City.

The first and only operator of this service, MV was recently awarded a new contract in March 2013, and is currently in its second contract term with the City.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing IShuttle Operation
<b>Fadi Chakbazof</b>	Senior Vice President	4 Years
<b>Stephen Allan</b>	General Manager	8 Years
<b>Hector Vargas</b>	Director of Safety	6 Years
<b>Joel Ross</b>	Director of Maintenance	2 Years

Please contact Mr. Mike Davis, Transit Programs Advisor, at (949) 724-6288 and mdavis@ci.irvine.ca.us, as a reference for this contract.

### Go West, City of West Covina (West Covina, CA)

Starting March 2014, MV began operating the City of West Covina's fixed route and paratransit services. The service is provided with 11 vehicles using propane and CNG fuel. The fixed route operation is a general public service consisting of three routes. The City's Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.



MV was chosen by the City of West Covina based on its proposal to improve customer service through enhanced training programs, the implementation of Trapeze and DriveCam, and innovative programs.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of West Covina Operation
<b>Fadi Chakbazof</b>	Senior Vice President	2 Years
<b>Stephen Allan</b>	General Manager	2 Years
<b>Martin Camargo</b>	Maintenance Manager	2 Years
<b>Lina Parten</b>	Safety and Training Manager	2 Years
<b>Hector Vargas</b>	Director of Safety	2 Years
<b>Joel Ross</b>	Director of Maintenance	2 Years





Please contact Mr. Scott Smilowitz, Community Services Manager, at (626) 939-8443 and [scott.smilowitz@westcovina.org](mailto:scott.smilowitz@westcovina.org) as a reference for MV's performance on this contract.

### Shuttle Services, Los Angeles County (Los Angeles County, CA)

MV began operation of three shuttle services for the County of Los Angeles in 2014, comprising the following service areas:



- Athens and Lennox;
- Avocado Heights, Bassett, West Valinda, and East Valinda; and
- Florence-Firestone/Walnut Park and Baldwin Hills.

These community fixed-route services transport residents to social service facilities, shopping, recreation, senior centers, Metro Rail stations, and other key destinations. MV operates and maintains a fleet of eight (8) vehicles, which includes five (5) CNG vehicles. MV is responsible for customer service, scheduling, and dispatch.

Name	Title	Years Managing Los Angeles County Operations
Fadi Chakbazof	Senior Vice President	2 Years
Stephen Allan	General Manager	2 Years
Martin Camargo	Maintenance Manager	2 Years
Lina Parten	Safety and Training Manager	2 Years
Hector Vargas	Director of Safety	2 Years
Joel Ross	Director of Maintenance	2 Years

Please contact Mr. Eric Fong Administrative Services Director, at (626) 458-4077 and [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov) as a reference for this contract.

### e. Compliance with Minimum Mandatory Requirements

MV meets the following requirements as listed in Part I, Section 1.B. of the RFP:

- **Minimum 3 years of experience in providing same or similar fixed route or paratransit services for governmental or social service agency (ies):** MV has 12 years' experience and far exceeds the County's requirement.
- **Proposer's Satisfactory CHP Reports of the proposed maintenance facility to be used for this contract for the prior 13-month inspections:** MV has an exceptional CHP record at its proposed Paramount, CA facility. MV has included copies of the CHP reports for that location following this section.



This information is listed, as required, on Form PW-19, provided with this proposal submission.



# CHP REPORTS

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

Chassis No. 31-07-062

My Transportation Inc

7209 E Rosecrans Ave Paramount, Ca 90723

5910 N Central Expressway Suite 1146 Dallas, Tx 75209

7209 E Rosecrans Ave Paramount Ca 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

License No.	License Type	Issued	Expires	Operator	Terminal No.	Terminal Name	Address	City	State	Zip
NA	NA	NA	NA	NA	36-1	40				
NA	NA	NA	NA	NA	NA	NA				
NA										
NA										
NA										

**EMERGENCY CONTACTS (in Calling Order of Preference)**

Stephan Allen	562-269-9911 Ext 5004	714-719-1749
Lena Paron	562-269-9911 Ext 5009	562-619-0126

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ ]**

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mileage													

**OPERATING AUTHORITIES OR PERMITS**

PUC	2084	TOP	NA	MC	MC	MC	NA	MC	NA
USDOT	1005759	MC	MC	MC	MC	NA	MC	MC	NA

Annual Bus Terminal Inspection

INSPECTION FINDINGS	INSPECTION PATHS												
	1	2	3	4	5	6	7	8	9	10	11	12	
REMARKS													
1	S	S	S	S	S	S	S	S	S	S	S	S	S
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13 CCR 1233(a)(1) – Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.  
 See attached CHP 343-1's and CHP 407F,3434A – Aspen reports  
 CA3PX1X000047 through CA3PX1X000055

**MOTOR CARRIER CERTIFICATION**

hereby certifying that the information described herein is recorded on the attached pages 2 through 11, which corrected if accordance with applicable laws and regulations, and is true and accurate to the best of my knowledge and belief.  
 I have reviewed this information and certify that it is true and accurate to the best of my knowledge and belief.  
 Date: 11/7/2013  
 Signature: *[Signature]*  
 Title: Maintenance Manager  
 Name: Martin Camargo



MPV Transportation Inc  
7009 E Rosecrans Ave Paramount Ca 90723

REMARKS  
Note: Carrier's Controlled Substance & Alcohol Testing Records are maintain at the carriers principal place of business at:  
5910 N. Central Expressway Suite 1145 Dallas, Tx. 752206

13 CCR 1233.5 – Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol

Commercial Records Unit

P.O. Box 942898

Sacramento, Ca. 94398-0001

Initials: JK

Date: 11/07/13

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2/14/11



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000047  
Inspection Date: 11-05-2010  
Start: 9:10:00 AM PT End: 9:00:00 AM PT  
Inspection Level: V-Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4150  
USDOT#: 01205759 Phone#: 707-863-6960  
MC/MX#: 646465 Fax#:   
State#: 54349  
Location: PARAVOINT  
Highway:  
County: LOS ANGELES CA

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

MilePost:  
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	DOT Sticker
BU	BIRD	2009	CA	7160410	# 019	1NRTDAR065023415H	32 800			

BRAKE ADJUSTMENTS

Axe # 2  
Right  
Left  
Change

VIOLATIONS No Violations Were Observed

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

Subject Information:

Beer Stop Area 545 (Left Side) - Regulated Vehicle - Odometer: 43444 - File Code Number: 221210 - File Type: L19 - Passenger Capacity: 21 - Bus Type: 1

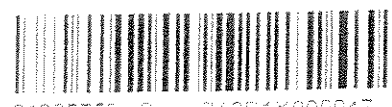
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Report Prepared By  
A. PEREZ/ADS-97

Badge #  
46088

Copy Received By

Page 1 of 1



01205759 CA 343P1X000047

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1

CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000048  
Inspection Date: 11-05-2012  
Start: 9:08:00 AM PT End: 9:33:00 AM PT  
Inspection Level: v-Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION, INC  
4820 W. AMERICA DR  
FAIRFIELD, CA 94534-4130

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

USDOT#: 01306756 Phone#: (714) 835-8921  
MC/MX#: 848425 Fax#: State#: 54843

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

MilePost:  
Origin: NONE Shipper:  
Destination: NONE Bill of Lading:  
Cargo:

VEHICLE IDENTIFICATION

Unit Type Mass Year State Plate # Equipment ID VIN GVW GVSR GVSR Issued # DOS Sticker  
A BUS BORO 2011 CA 198787 # 1367 1X0K0E9F48E056766 14 800

BRAKE ADJUSTMENTS

Axe #  
Right: NA NA  
Left: NA NA  
Chamber: DISC DISC

VIOLATIONS: No violations were discovered.

HazMat: No HazMat Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

SC Information:

Seat Belt Area 543 Len # 1 Type 11 Registered Vehicle Operator 31337 E Sub-Number 201210 Bus Type 5 Passenger  
Capacity 21 21 Passenger Capacity 21 Bus Type

The data on this report was taken from the records of the Department of Transportation, California Department of Public Safety.

NOTE: If you are a California Driver, you must have a valid Driver License to operate a vehicle.

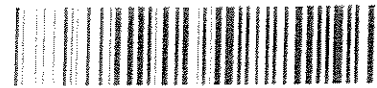
Signature of Driver: \_\_\_\_\_ Signature of Examiner: \_\_\_\_\_

Report Prepared By:  
A. PEREZ M.S.

Page #  
1 of 2

Copy Received By:

Page #



01206756 CA CA3P1X000048

*mpe*

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1

CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below  
Telephone (323) 644-9557

Report Number: CA3P1X000049  
Inspection Date: 11/05/2010  
Start: 9:54:00 AM PT End: 10:15:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Mt. PUBLIC TRANSPORTATION INC  
4520 W AMERICA DR  
FAIRFIELD CA 94534-4159

USDOT#: 01205755 Phone#: 707 860-8981  
MC/MX#: 848486 Fax#:   
State#: 257210

Location: PAF-MOUNT  
Highway:   
County: LOS ANGELES CA

MilePost:   
Origin: NONE  
Destination: NONE

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:

Shipper:   
Bill of Lading:   
Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State Reg # Equipment VIN GVW CoSA # CoSA Reg # COS Sticker  
1 BUS BLDG 2005 CA 8F09703 #1284 NUSPCAPR00194168 30200

BRAKE ADJUSTMENTS

Fix #   
Part   
Lot   
Chamber 1/2 1/2

VIOLATIONS No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

SC Information:

Best S.M. Area: S42 Unit Type: 00 Registered Vehicle: Cabover 100000 File Code Number: 327210 Fuel Type: LPG Passenger  
Capacity: 31 Bus Type:

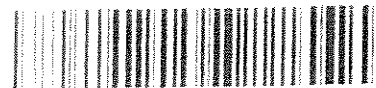
This report is generated by the California Highway Patrol. It is a public document and is subject to public release. It is not to be used for any other purpose without the express written consent of the California Highway Patrol.

Report prepared by:   
C. Cerev

Page #   
11/05/10

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*[Signature]*

Page 1 of 1



01205755 CA CA3P1X000049

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2/14/11



CHP 407F:343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000050  
Inspection Date: 11/06/2010  
Start: 10:16:00 AM PT End: 10:48:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4520 W AMERICA DR  
FAIRF BLD CA 94534-4154  
USDOT#: 01205753 Phone#: 707-893-2590  
MC/MX#: 648445 Fax#:   
State#: 64849

Driver: \_\_\_\_\_ State: \_\_\_\_\_  
License#: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Location: PARAMOUNT  
Highway: \_\_\_\_\_  
County: LOS ANGELES CA

MilePost: \_\_\_\_\_ Shipper: \_\_\_\_\_  
Origin: NONE Bill of Lading: \_\_\_\_\_  
Destination: NONE Cargo: \_\_\_\_\_

VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment #	VIN	GVWR	GVSR #	GVSA Sticker #	QOS Sticker
TRUCK	FORD	2010	CA	7R-01925	# 010	1FD0P40H1DHR826657	14,000			

BRAKE ADJUSTMENTS

Axis # 1 B  
Right N/A N/A  
Left N/A N/A  
Chamber DISC DISC

VIOLATIONS (No violations were observed)

HazMat: No HazMat observed

Placard: No Cargo Tank:

Special Checks: No Data for special checks

SC Information:

Seat Belt: Yes #42 Ven #1 Type 20 Regulated Vehicle: No Door Latch: 1/4190 File Code Number: 207210 File Type: LTB Passenger  
Capacity: 16 LTB Passenger Capacity: 2 Bus Type

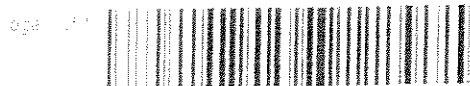
This report is prepared by a California Highway Patrol officer and is subject to the provisions of the California Vehicle Code and the California Highway Patrol  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Report #: 01205753

Report Prepared By  
C. J. [Signature]

Badge #  
110288

Cop. Received By  
[Signature]



01205753 CA CA3P1X000050

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14 1.1



CHP 407F/3-13A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000051  
Inspection Date: 11/05 2010  
Start: 10:50:00 AM PT End: 11:30:00 AM PT  
Inspection Level: 7 - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION  
4620 W AMERICA DR  
FAIRFIELD CA 94534-1189

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

USDOT#: 01205759 Phone#: 707-993-8980  
MC/MX#: 648465 Fax#: State#: 64949

Location: PAR-MOUNT  
Highway:  
County: LOS ANGELES CA

MilePost: Shipper:  
Origin: NONE Bill of Lading:  
Destination: NONE Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State Date # Equipment ID VIN GVWR CVSA # CVSA issued # OOS Sticker  
BUS ELDO 2005 CA 1570219 # 111 1NSH045P95105A164 12,500

BRAKE ADJUSTMENTS

Axis #  
Right:  
Left:  
Change

VIOLATIONS: No Violations Were Detected

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

Service Information:

Beat Sub Area: 842 Unit # Type: 30 Regulated Vehicle: 0 Odometer: 116105 Mile Code Number: 227210 Fuel Type: CNG Passenger Capacity: 31 Bus Type:

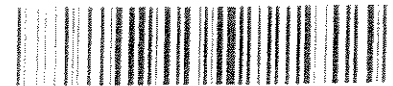
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Report Prepared By:  
C. C. FERLEY

Bagge #  
A10566

Copy Received By:

11/05/10



01205759 CA CA3P1X000051

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2 14 1 1

CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000052  
Inspection Date: 11 05 2013  
Start: 11 24 30 AM PT End: 12 08 30 PM PT  
Inspection Level: V - Terminate  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4183

USDOT#: 01203766 Phone#: 707-860-8630  
MC/MX#: 642488 Fax#:   
State#: 64643

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Shipper:   
State:   
State:

Location: PARAMOUNT  
Highway:   
County: LOS ANGELES CA

MilePost:   
Origin: NONE  
Destination: NONE

Bill of Lading:   
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment #	VIN	GVWR	GVSA #	GVSA issued #	OOS Sticker
1	6	FORD	2011	CA	7L6492	# 1154	1FDFE44SXA0501824	14 500			

BRAKE ADJUSTMENTS

Axe #   
Right   
Left   
Chamber: DISC DISC

VIOLATIONS: No Violations - No Stickers

HazMat: No - No Transported

Placard: No Cargo Tank:

Special Checks: No Data (0) Special Checks

SC Information:

Seat Sur Area: S42 Ven # 1 Type: 10 - Regulated Vehicle - Odometer: # 1444 - File Code Number: 127575a - Rler Type: 3 - Passenger  
Capacity: 4 - 3 Passenger Capacity - Bus Type:

There is a list of violations on the back of this report. The violations listed are for the vehicle and driver. The violations listed are for the vehicle and driver. The violations listed are for the vehicle and driver.

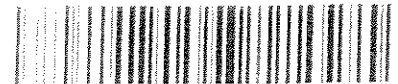
Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By: \_\_\_\_\_

Serge # \_\_\_\_\_

Copy Received By: \_\_\_\_\_

Unit # \_\_\_\_\_



01203766 CA CA3P1X000052

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1

CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000053  
Inspection Date: 11/05/2013  
Start: 12:10:00 PM PT End: 12:52:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
PAFFIETO CA 94534-4160

USDOT#: 01215759 Phone#: 707-585-8880  
MC/MX#: 648488 Fax#:   
State#: 227010

Location: PAFPAJOUNT  
Highway:   
County: LOS ANGELES CA

MilePost:   
Origin: NONE  
Destination: NONE

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:   
Shipper:   
Bill of Lading:   
Cargo:

VEHICLE IDENTIFICATION

Year Type Make Year State Plate # Equipment # VIN Color CUSA# CUSA Issues# CDS Sticker  
2008 Bus 2008 CA 1199942 # 21366 1N6TD1GH50084108 12 BSC

BRAKE ADJUSTMENTS

Axle #   
Right   
Left   
Changes: 000 000

VIOLATIONS No violations were discovered

HazMat: No HazMat detected

Placard: No Cargo Tank:

Special Checks: No Data - Bus - Checks

Information:

Beat Sub Area: 542 Ver # 1 Type 10 - Regular Vehicle N - Operator: 302872 File Code Number: 2273786 File Type: PNG  
Passenger: 0 Status: 20 - Bus Type

This report is generated by the system and is not to be used for legal purposes. It is for informational purposes only. If you have any questions, please contact the CHP. Note: This report is generated by the system and is not to be used for legal purposes. It is for informational purposes only. If you have any questions, please contact the CHP.

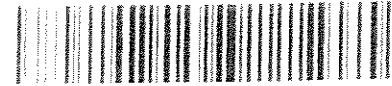
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Report created by  
D. CHERLE

Report #  
110556

Copied Received By

11/05/13



01205789 CA CA3P1X000053



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2 14.1 1



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone 323) 644-9557

Report Number: CA3P1X000054  
Inspection Date: 11/05/2013  
Start: 12:54:00 PM PT End: 2:50:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4320 W AMER CA DR  
FAIRFIELD CA 94564 4185  
USDOT#: 01205769 Phone#: 707-866-8950  
MC/MX#: 645485 Fax#:   
State#: 64548  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

MilePost:  
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate# Equipment# VIN GVWR GVSA# GVSA Issued# QOS Sticker  
1 351 FORD 2010 CA 1364377 #7101 1FDRF4FS442B01904 14600

BRAKE ADJUSTMENTS

Axle# 1 2  
Right N/A N/A  
Left N/A N/A  
Chamber 0.50 0.50

VIOLATIONS No violations were discovered

HazMat: No HM Transport

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

Special Information:

Seat Belt Area 347 Ven #1 Title 21 Regulated Vehicle - Container 35560 File Code Number 227213 File Type 3 Passenger  
Capacity 18 (1) Passenger Capacity 2 Bus Type 11

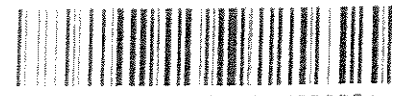
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NOTE: This report is not to be used for legal purposes. It is for informational purposes only.

Report Prepared By

Badge #  
A12855

Copy Received By

Page 1 of 1



01205769 CA CA3P1X000054

Report Prepared By  
C. CHERLEY

*[Handwritten signature]*

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000055  
Inspection Date: 11/05/2013  
Start: 1:35:00 PM PT End: 2:15:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4138  
USDOT#: 01205759 Phone#: 707-663-8980  
MC/MX#: 648485 Fax#:  
State#: 54249  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

MilePost:  
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWR	CVSA #	CVSA Issued #	OOS Sticker
1	EV	ELECT	2008	CA	7389478	9372	1GSE411G87F417057	18500			

BRAKE ADJUSTMENTS

Axle #  
Right  
Left  
Chamber: DISC DISC

VIOLATIONS: No Violations Were Discovered

HazMat: No H/M Transacted

Placard: No Cargo Tank:

Special Checks: No Data on Special Checks

Vehicle Information:

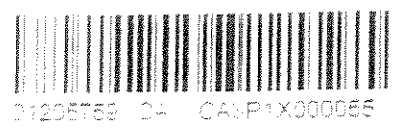
Base: Sac Area 840 Ven #1 Type 20 Registered Vehicle - Cor: Meter 132423 File Code Number 227010 PLe Type LPG Passenger  
Capacity 22 100 Passenger Capacity 11 Bus Type 1

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Report Prepared By  
ASPERO MCS

Badge #  
40888

Copy Received By  
*[Signature]*



01205759 04 CA3P1X000055

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

Yes No

54846

227210

19

TERMINAL TYPE

CODE

OTHER PROGRAMS

DATE OF INSPECTION

SR-FPL

Truck Bus

B

550

542

TERMINAL NAME

AV Transportation Inc

TERMINAL STREET ADDRESS (ALWAYS STREET CITY AND STATE)

7209 E Rosecrans Ave Paramount Ca 90723

CARRIER ADDRESS (ALWAYS STREET CITY STATE ZIP CODE) (FOR REPRESENTATIVE USE - INDENTED TO THE RIGHT OF THIS LINE)

5910 N Central Expressway Suite 1145 Dallas Tx 75206

7209 E Rosecrans Ave Paramount Ca 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

PLATE NO	REGISTRATION	VEHICLE NO	VEHICLE-BRAND OTHER	VEHICLE-CLASSIFICATION	VEHICLE-WEIGHT	VEHICLE-LENGTH	VEHICLE-HEIGHT
N/A	N/A	N/A	N/A	N/A	63 IN	73	
EXPIRES	EXPIRES	EXPIRES	EXPIRES	EXPIRES	EXPIRES	EXPIRES	EXPIRES
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UNLICENSED TERMINALS	FILE NUMBER OF TERMINAL (SEE TERMINAL INFORMATION SECTION) (SEE FILE NUMBER)						
Yes No	N/A						

**EMERGENCY CONTACTS (in Calling Order of Preference)**

CONTACT NAME	CONTACT PHONE NUMBER (AREA CODE)	CONTACT PHONE NUMBER (AREA CODE)
Stephen Allen	562-259-9911 Ext: 5004	714-719-1749
Lena Parten	562-259-9911 Ext: 5009	562-519-0125

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2013 ]**

A UNDER 5000	B 5000-9999	C 10000-19999	D 20000-29999	E 30000-39999	F 40000-49999	G 50000-59999	H 60000-69999	I 70000-79999	J 80000-89999	K 90000-99999
--------------	-------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------

**OPERATING AUTHORITIES OR PERMITS**

PUC	12064	TCP	N/A	Yes No N/A
USDOT	1205769	MC	548465	Yes No N/A
		MX	N/A	Yes No N/A

Renewal Annual B Bus Terminal Inspection

INSPECTION FINDINGS		INSPECTION RATINGS		S = Satisfactory U = Unsatisfactory C = Conditions UR = Unrated N/A = Not Applicable											
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORD	REG. & PERMITS			INSPECTION TERMINALS			TERMINAL					
INTERSTATE	0	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S	S <sub>1</sub> S <sub>2</sub> S <sub>3</sub> S <sub>4</sub> S		
CALIFORNIA	0	Yes No Time 30	Yes No Time 20	Yes No Time 15	Yes No Time 10	Yes No Time 5	Yes No Time 5	Yes No Time 5	Yes No Time 5	Yes No Time 5	Yes No Time 5	Yes No Time 5	Yes No Time 5		
VEHICLE	0	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No		
REMARKS		<p>13 CCR 1233(a)(1) - Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.</p> <p>See attached CHP 343-1 and CHP 407F/343A - Aspen reports CA3P1X000292 through CA3P1X000305</p> <p>Note: Bus Terminal Inspection, a 50% of vehicle maintenance records were inspected due to the consecutive SATISFACTORY ratings maintained by carrier.</p>													
UNLICENSED TERMINALS	1														
UNLICENSED TERMINALS	N/A														
VEHICLE & EQUIPMENT	0														
VEHICLE	0														
EQUIPMENT	1														
UNLICENSED TERMINALS	N/A														
UNLICENSED TERMINALS	N/A														
INSPECTOR		INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR		
		Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No		
				# 6		11 16 5 16 14		14 00		12 00					
		A Perez MCS1				A0896E									

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages 2 through 16 will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations and understand that I may request a review of all listed violations by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9657 within 5 calendar days of the rating.

INSPECTOR TERMINAL RATING

**SATISFACTORY**

CARRIER REPRESENTATIVE'S SIGNATURE



11 16 2014

CARRIER REPRESENTATIVE'S NAME

Lena Parten

Safety & Training Manager

Destroy Previous Editions

CONTINUATION

CHP 343-1 (REV. 10-97) OF 032

DATE 11 18 5 19 14

CHP 343

CARRIER NAME

ICP NUMBER

MV Transportation Inc.

54846

CITY

TTT0000

7209 E Rosecrans Ave Paramount Ca 90723

227210

REMARKS

On-highway inspection reports were utilized to fulfill 0 of 0 required vehicle inspections

The following vehicles were used as part of the representative sample of vehicles but were not inspected during this terminal inspection because they have had a level 1 inspection by on-highway personnel within the previous 90 days

Aspen inspection reports are attached see pages 3 thru of 16

Note: Carrier's Controlled Substance & Alcohol Records are maintained at principal place of business at

5910 N Central Expressway, Suite 11454

Dallas Texas 75206

13 CCR 1233.5 - Change of Address

Each motor carrier subject to the provisions of this chapter shall notify the department in writing of any change of address or cessation of regulated activity at any of the carrier's terminals. Such notification shall be made within 15 days of the change and shall be forwarded to:

CALIFORNIA HIGHWAY PATROL

COMMERCIAL RECORDS UNIT

P.O. BOX 942898

SACRAMENTO, CA 94298-0001

Initials LP Date: 11 19 14

# DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CASP1X300232  
Inspection Date: 07/28/2014  
Start: 8:21:49 AM PT End: 8:52:26 AM PT  
Inspection Level: 1 - Terminate  
HM Inspection Type: None

MOV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4188

USDOT#: 21205755 Phone#: 707-863-8880  
MC/MX#: 648465 Fax#:  
State#: 54846

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment #	VIN	GVW	USA#	MSA	Class#	OS State
BU	BLDG	2013	CA	137K79	A 21371	1FD3453-2ED8A7A1 9517					

### BRAKE ADJUSTMENTS

Plate #	Right	Left	Chamber
	NA	NA	DISC

VIOLATIONS: No Violations were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

### Vehicle Information:

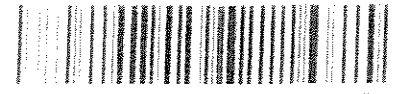
Seat Sub Area: S42 Ven #1 Type: 20 Regulated vehicle: N Diameter: 9416 Fire Code Number: 207111 Fire Type: 1-3 Passenger Capacity: 30 MC Passenger Capacity: 1 Bus Type: 1

This report is the property of the California Highway Patrol. It is loaned to you for your use only. It is not to be distributed outside of your agency. If you have any questions regarding this report, please contact the issuing agency.

Report Prepared By:  
C. PEPEZ MOS

Badge #:  
408968

Copy Received By:



20140728 CA CASP1X002322

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2/14/11



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CASP1X000293  
Inspection Date: 11/18/2010  
Start: 8:53:29 AM PT End: 9:27:02 AM PT  
Inspection Level: Terminal  
HM Inspection Type: None

MJ PUBLIC TRANSPORTATION INC  
4630 W AMERICA DR  
FAIRFIELD CA 94534-4138  
USDOT#: 11206759 Phone#: 707-663-8920  
MC/MX#: 645455 Fax#:  
State#: 64849

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

Shipper:  
Bill of Lading:  
Cargo:

VEHICLE IDENTIFICATION

Year Make Year State Plate # Equipment VIN GVW GROSS WGT # USA # USA Gross Wt # DIS St #

BRAKE ADJUSTMENTS

Front Left N/A  
Front Right N/A  
Rear Left N/A  
Rear Right N/A  
Change DIS 1 DIS 0

VIOLATIONS No violations were observed.

HazMat: No HAZ Transferred.

Placard: No Cargo Tank:

Special Checks: No Carfax Status Checks

State Information:

Full Sur Area 542 Ven #1 Type 20 Regulated Vehicle - Chromer Driver - Air Conditioner - 0 - Fire Type - Passenger -  
Type 1 - 30 - VC Passenger Caract. 2 - Bus Type

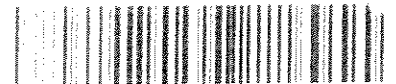
1. This information is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent or the company directly.

2. This information is for informational purposes only and does not constitute an offer of insurance or any other financial product. For more information, please contact your insurance agent or the company directly.

Report Prepared By  
WALTER MOS

Badge #  
-08978

Copy Received By:



11206759 CA CASP1X000293

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2 14 1



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Telephone (323) 644-9557

Report Number: CA3P17400294
Inspection Date: 11 18 2014
Start: 9 27 58 AM PT End: 10 13 38 AM P
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD CA 94534-4188
USDOT#: 01205759 Phone#: 707 865-8680
MC/MX#: 648465 Fax#:
State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES CA

Driver
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

MilePost:
Origin:
Destination:

VEHICLE IDENTIFICATION

Table with columns: Unit Type, Make, Year, State, Plate#, Equipment ID, VIN, GVW, CUS#, CUSA, Ues#, CCS, Sticker

BRAKE ADJUSTMENTS

File #
Front
Left
Right
Chamber

VIOLATIONS: No Violations As of Date:

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

Plate Information:

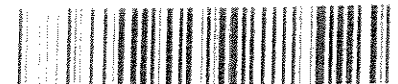
Seat Sub Area: S43 Ven # Type: 01 Registered Vehicle # 100667 File Code Number: 337011 File Type: 0 Passenger
Capacity: 18 Bus Type:

This report is the property of the California Highway Patrol. It is loaned to you for your information only. It is not to be distributed outside of your agency. If you have any questions regarding this report, please contact the issuing agency.

Report Prepared By:
C. PEREZ MCS

Badge #:
408865

Copy Received By:



01205759 CA CA3P17400294

DRIVER/VEHICLE EXAMINATION REPORT

116  
PAGE 2



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CABP1X100295  
Inspection Date: 11/18/2004  
Start: 10:14:31 AM PT End: 10:41:08 AM PT  
Inspection Level: A - Terminal  
HM Inspection Type: None

BY PUBLIC TRANSPORTATION INC  
4800 W. AMER. CA DR.  
RUIPE ELD. CA 94584-4130

USDOT#: 01205769 Phone#: 707-863-8961  
MC/MX#: 648465 Fax#:  
State#: 64849

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

VEHICLE IDENTIFICATION

Year	Make	Model	Year	State	Plate #	Equip. desc.	Sub	Color	Weight	Inspection #	Ins. date
03	FORD	LOAD	CA	10447	# 7103	1401545587081391		1400			

BRAKE ADJUSTMENTS

Wheel	Adjustment	Result
FR	NA	NA
RR	NA	NA
TR	NA	NA
LR	NA	NA

VIOLATIONS No violations noted.

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

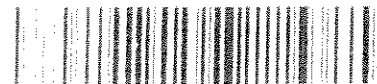
State Information:

Best Bus Area: 642 Vehicle Type: 10 Regulated Vehicle: 0 Computer #1012 Plate Color/Type: 0070 Bus Type: 0 Passenger Carpool: 10 Bus Type: 0

Report Prepared By:  
JASPER MOSER

Gadge #  
428987

Copy Received By:



11/18/04 10:41:08 AM PT



# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2/14



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number CA3P1X000265  
Inspection Date: 11/16/2014  
Start: 10:41:34 AM PT End: 11:04:14 AM PT  
Inspection Level: V-Terminal  
HM Inspection Type: None

### UNIT PUBLIC TRANSPORTATION-NO

4670 W AMERICA DR  
FAIRFIELD CA 94534-2188

USDOT#: 01205769 Phone#: 707 863-8961  
MCMX#: 648465 Fax#:  
State#: 64849

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE  
Shipper:  
Bill of Lading:  
Cargo

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment #	GVW	Gross Wt	GVSA #	GVSA Issue #	GVSA State
BUS	FORD	2013	CA	8665EP1	# 874	14000	14000			

### BRAKE ADJUSTMENTS

Wheel #	Front	Rear
1	NA	NA
2	NA	NA
3	NA	NA
4	NA	NA

### VIOLATIONS

No violations were discovered.  
HazMat: No HM Transported  
Special Checks: No Data for Special Checks  
Placard: 0  
Cargo Tank:

### Vehicle Information:

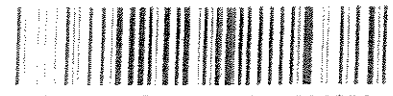
Year: 2013 Area: 643 Ver: #1 Type: 2 Reg. and Vehicle: Operator: 12621 File Type: 1/10/14 Bus Type: 3 Passenger Capacity: 30 VC Passenger Capacity: 3 Bus Type: 1

This report was prepared by a CHP member on a vehicle that was inspected on 11/16/2014 at 10:41:34 AM PT. The vehicle was inspected at the location of 4670 W AMERICA DR, FAIRFIELD, CA 94534-2188. The vehicle was inspected by ASPEN 2/14. The vehicle was inspected by ASPEN 2/14. The vehicle was inspected by ASPEN 2/14.

Report Prepared By:  
A PEREZ MCS1

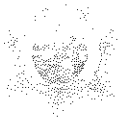
Badge #  
406968

Copy Received By



11205769 CA CA3P1X000265

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen  
 California Highway Patrol  
 Questions regarding this report may be direct  
 the telephone number listed below.  
 Telephone (323) 644-9557

Report Number: CASR0X000297  
 Inspection Date: 11/28/2014  
 Start: 11:04:40 AM PT End: 11:37:11 AM PT  
 Inspection Level: MA Terminal  
 HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
 4680 WILMER CA DR  
 FAIRFIELD CA 94534-4188

Driver:  
 License#: State:

Date of Birth:

USDOT#: 01216788 Phone#: 707-866-8930

CoDriver:

MC/MX#: 648488 Fax#:

License#: State:

State#: 64848

Date of Birth:

Location: FAIRFACOUNTY

MilePost:

Shipper:

Highway:

Origin: NONE

Bill of Lading:

County: LOS ANGELES CA

Destination: NONE

Cargo:

VEHICLE IDENTIFICATION

<u>Unit Type</u>	<u>Make</u>	<u>Year</u>	<u>State</u>	<u>Plate #</u>	<u>Equipment #</u>	<u>VIN</u>	<u>UIC</u>	<u>UIC #</u>	<u>UIC State</u>	<u>CRS State</u>
FD	EUDC	2014	CA	1487868	#01273	1N8JNALG18C034141				

BRAKE ADJUSTMENTS

Left # \_\_\_\_\_ Right # \_\_\_\_\_  
 Left # \_\_\_\_\_ Right # \_\_\_\_\_  
 Left # \_\_\_\_\_ Right # \_\_\_\_\_  
 Left # \_\_\_\_\_ Right # \_\_\_\_\_

VIOLATIONS

<u>Section</u>	<u>Section</u>	<u>Code</u>	<u>Description</u>	<u>Points</u>	<u>Comments</u>
13	240.1	1	Required and 8		Required and 8

HazMat:  None Transfer  Placard  Cargo Tank

Special Checks: No Data for Special Checks

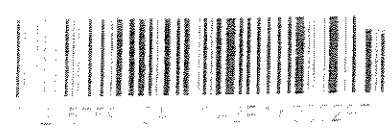
State Information:

Unit # 1487868 Year 2014 Type FD Regulated Vehicle No 1 Odometer 18585 File Code 1487868 File Type FD Passing  
 Vehicle Type Bus  
 License # 1487868  
 License State CA  
 License Type FD  
 License Issue Date 11/28/2014  
 License Expiration Date 11/28/2015

Report Prepared By  
 ASPEBZ 11/28/14

Badge #  
 136968

Copy Received By  
 [Signature]



DRIVER/VEHICLE EXAMINATION REPORT

47  
Aspen 2/14/11



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000298  
Inspection Date: 01/19/2014  
Start: 11:38:24 AM PT End: 12:23:00 PM P  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4630 W AMERICA DR  
FAIRFIELD CA 94534-4188  
USDOT#: 11225759 Phone#: 707-663-8981  
MC/MX#: 648465 Fax#:   
State#: 54649  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES CA

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Shipper:   
Bill of Lading:   
Cargo:

MilePost:   
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment #	VIN	GVWR	GVSA #	GVSA Issue #	GVSA Status
1	B	BUS	2008	CA	5F26188	# 1238	1N9HDABP88C084121	21501			

BRAKE ADJUSTMENTS

Wheel # 1 2  
Right  
Left **21B**  
Inches 0-20 0-30

VIOLATIONS

Code	Section	Unit	GVSA	Citation #	Var A	Crash	Violations/Discoveries
30347E	23455 12 901				N	N	A 21. S/C Brake or Ford type brake piston travel @ 21.8 inches on the adjustment 29247 e T-30 110RS

CalzMat: No HM Transferred

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

State Information:

Beat Sub Area: S42 Ver #1 Type 2L Regulated Vehicle N Cabinet 109970 File Class Number 021217 Bus Type 1 PG Passenger Capacity 30 Bus Type 1

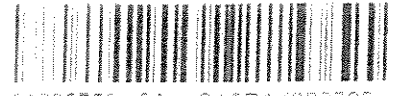
For more information on this report, please contact the California Highway Patrol at (323) 644-9557. This report is for informational purposes only. For more information on this report, please contact the California Highway Patrol at (323) 644-9557.

Report Prepared By  
A PEREZ MOSE

Page #  
408898

Copy Received By

*[Signature]*



01206759 CA CA3P1X000298

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2/14/14



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000299  
Inspection Date: 11/18/2014  
Start: 12:34:00 PM PT End: 1:25:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

BY PUBLIC TRANSPORTATION, INC  
4520 W AMERICA DR  
FARFIELD, CA 94534-4158  
USDOT#: 01205759 Phone#: (707) 663-8980  
MC/MX#: 648466 Fax#:   
State#: 64849

Driver: \_\_\_\_\_ State: \_\_\_\_\_  
License#: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Location: PARAMOUNT  
Highway: \_\_\_\_\_  
County: LOS ANGELES, CA

MilePost: \_\_\_\_\_  
Origin: NONE  
Destination: NONE

Shipper: \_\_\_\_\_  
Bill of Lading: \_\_\_\_\_  
Cargo: \_\_\_\_\_

VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	VIN	GVW	GVSA #	GVSA Weight #	GVSA Status
BU	ELDO	2005	CA	778040T	C-20	1N9TDABG15C054160	32 800			

BRAKE ADJUSTMENTS

Front: \_\_\_\_\_  
Rear: \_\_\_\_\_  
Tire Pressure: \_\_\_\_\_

VIOLATIONS No. of violations were discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for special checks

State Information:

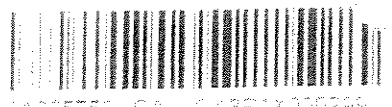
Examined Area: S40 Ver #1 Type: C1 Regulated Vehicle: Gasometer: 475 lbs. Air Load: 400 lbs. Air Load: 100 lbs. Pass. Restraints: 2  
Vehicle: 12-10 Passenger Caravan 2.0 E-104

Inspection performed by: \_\_\_\_\_  
Inspection date: 11/18/2014  
Inspection location: \_\_\_\_\_

Report Prepared By: J. ALBERT MOSE

Badge #: 338986

Cop. Received By: \_\_\_\_\_



01205759 CA 043P1X000299

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2 14 1



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000300  
Inspection Date: 11/19/2014  
Start: 7:49:26 AM PT End: 8:40:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

M/ PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: C1205759 Phone#: 707 863-8980  
MC/MX#: 648485 Fax#:   
State#: 64849  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES, CA

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Shipper:   
Bill of Lading:   
Cargo:

MilePost:   
Origin: NONE  
Destination: NONE

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	VIN	GLWF	GLSA #	GLSA serial #	CCS State
BU	FORD	2014	CA	8A667F1	# 673	1FD3F8GNEDE660301	19 530			

### BRAKE ADJUSTMENTS

Axis #	1	2
Right	NA	NA
Left	NA	NA
Chamber	DISC	DISC

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

### Plate Information:

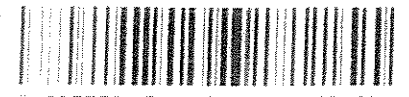
Great Sub Area: 542 Ven #1 Type: 20 Regulated Vehicle: Y Odometer: 17465 Mile Code Number: 207210 File Type: CNG Passenger Capacity: 30 /C Passenger Capacity: 2 Bus Type: 1

The information on this report is for informational purposes only. It is not intended to be used as evidence in any legal proceeding. The information on this report is for informational purposes only. It is not intended to be used as evidence in any legal proceeding.

Report Prepared By: [Signature]

Badge #: 406685

Copy Received By: [Signature]



C1205759 CA CA3P1X000300

# DRIVER/VEHICLE EXAMINATION REPORT

ALZ  
Aspen 1/14/14



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000501  
Inspection Date: 11/19/2014  
Start: 8:45:00 AM PT End: 9:29:44 AM PT  
Inspection Level: V-Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4600 W AMERICA DR  
FAIRF ELD CA 94534-4186

USDOT#: 01205759 Phone#: 707-663-6980  
MC/MX#: 648465 Fax#:  
State#: 54849

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

Shipper:  
Bill of Lading:  
Cargo:

### VEHICLE IDENTIFICATION

Year	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	GVSA #	GVSA Reg'd #	GVSA State
2013	FORD	2013	CA	6T800N1	# 1191	1FD0F86P00E-70550	15000			

### BRAKE ADJUSTMENTS

Wheel #	Front	Rear
1	NA	NA
2	NA	NA
3	DISC	DISC

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

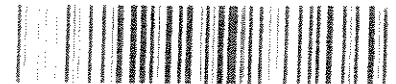
### State Information:

Reg Sub Area: 542 Len #1 Type: 20 Regulated Vehicle: F Odometer: 24876 File Code Number: 227210 Fuel Type: OILG Passenger: 1  
Vehicle: 29 VC Passenger Capacity: 2 Bus Type: 1

Report Prepared By  
Aspen 1/19/14

Serge #  
108888

Copy Received By



01205759 CA 000501

# DRIVER/VEHICLE EXAMINATION REPORT

7/3  
Aspen 2 14 1



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000302  
Inspection Date: 11/19/2014  
Start: 9:25:00 AM PT End: 10:03:12 AM P  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4186  
USDOT#: 01205759 Phone#: 707-868-6960  
MC/MX#: 64846E Fax#:   
State#: 64849

Driver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver: \_\_\_\_\_  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Location: PARAMOUNT  
Highway: \_\_\_\_\_  
County: LOS ANGELES CA

MilePost: \_\_\_\_\_  
Origin: NONE  
Destination: NONE

Shipper: \_\_\_\_\_  
Bill of Lading: \_\_\_\_\_  
Cargo: \_\_\_\_\_

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	City	GVW#	CUSA #	CVSA Issued #	CCS Stick#
1	BU	FORD	2014	CA	75242P1		# 506	1FD7E4F5S2DD550920	14 530	

### BRAKE ADJUSTMENTS

Axis #	Left	Right
1	NA	NA
2	NA	NA
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

### Plate Information:

Great Sub Area: 542 Ven #1 Type: 20 Regulated Vehicle: Y Odometer: 15593 Fire Code Number: 207210 Bus Type: LPG Passenger Capacity: 20 WC Passenger Capacity: 2 Bus Type: 1

This report is for informational purposes only. It does not constitute a guarantee of accuracy. The information is provided for your reference only. The information is provided for your reference only. The information is provided for your reference only.

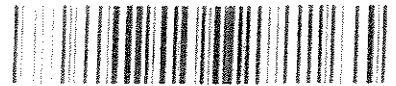
Signature of Unit Commander: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A PEREZ MCS1

Badge #  
A08988

Copy Received By:

Signature



01205759 CA CA3P1X000302

# DRIVER/VEHICLE EXAMINATION REPORT

# 120  
- 07/21/14



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: C43P1X000301  
Inspection Date: 11/19/2014  
Start: 10:00:40 AM PT End: 10:25:12 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4166

Driver:  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
CoDriver:  
License#: \_\_\_\_\_ State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

USDOT#: 01205759 Phone#: 707-868-8980  
MC/MX#: 648465 Fax#: \_\_\_\_\_  
State#: 54849

Location: PARAMOUNT  
Highway: \_\_\_\_\_  
County: LOS ANGELES CA

MilePost: \_\_\_\_\_  
Origin: NONE  
Destination: NONE

Shipper: \_\_\_\_\_  
Bill of Lading: \_\_\_\_\_  
Cargo: \_\_\_\_\_

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	GVSA #	GVSA State #	GVSA State
1	FORD	2014	CA	0881TK1	# 316	1FDFE4FS8D401970	14 500			

### BRAKE ADJUSTMENTS

Wheel	Adj	2
FR	NA	NA
RR	NA	NA
Transfer	DISC	DISC

### VIOLATIONS

US Code	Sector	Unit CCS	Crash #	Crash	Violations Discovered
192.2	27004	VC 002	N	N	Interstate name - San Joaquin State Highway 192.2

HazMat: No-HM Transferred

Placard:  Cargo Tank:

Special Checks: No Data for Special Checks.

### State Information:

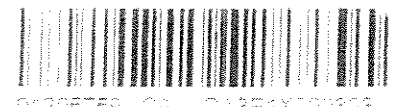
Test Site: Area 842, Unit #1 Type 20, Regulated Vehicle: N, Operator: A119, Pre-Code Number: 12/1/1, Post Type: CNG, Passenger Capacity: 21, GV Passenger Capacity: 2, Bus Type: 1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Report Prepared By:  
A PEREZ MCS

Badge #:  
408862

Copy Received By:



01205759 CA C43P1X000301



# DRIVER/VEHICLE EXAMINATION REPORT

210  
-sper 2/14/1



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X000304  
Inspection Date: 11/19/2014  
Start: 10:25:37 AM PT End: 11:06:17 AM P  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4186  
USDOT#: 01205759 Phone#: 707-863-8980  
MC/MX#: 648465 Fax#:  
State#: 54849

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CA SA #	CVSA issued #	OCS Status
1	BU	ELDO	2006	CA	5R099719	# 1232	1N9HDABP96C0684167	92 800			

### BRAKE ADJUSTMENTS

Axe # 1 #  
Right  
Left  
Chamber C-25 C-30

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

### Vehicle Information:

Unit: Sub Area 542, Ven #1, Type 20, Regulated Vehicle: Y, Odometer: 199848, File Code Number: 227210, Fuel Type: LPG, Passenger Capacity: 51, Bus Type: 1

This copy of the report is for your information. Drivers are required to take corrective actions for all defects noted. DO NOT rely on this report as the only means of determining vehicle condition. For more information, please contact the nearest CHP office.

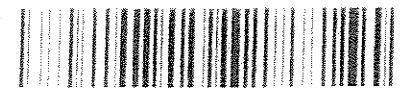
Report ID: CA3P1X000304, Date: 11/19/2014, Time: 11:06:17 AM PT

Report Prepared By:  
PEREZ, MCS1

Badge #  
A08968

Copy Received By:

Page 1 of 1



01205755 04 CA3P1X000304

# DRIVER/VEHICLE EXAMINATION REPORT

Page 2 of 2



CHP 407F/343A-Aspen  
California Highway Patrol  
Questions regarding this report may be direct  
the telephone number listed below.  
Telephone (323) 644-9557

Report Number: CA3P1X0000305  
Inspection Date: 11/19/2014  
Start: 11:02:33 AM PT End: 11:51:43 AM PT  
Inspection Level: X - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648485 Fax#:  
State#: 54849

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES CA

MilePost:  
Origin: NONE  
Destination: NONE

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper:  
Bill of Lading:  
Cargo:

### VEHICLE IDENTIFICATION

Unit Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CA SA #	CA SA Issued #	ODS State
1	SC ELDO	2008	CA	8R09718	# 1232	1N9HDABP78C084155	32500			

### BRAKE ADJUSTMENTS

axle #	1	2
Chamber	C-20	C-30

**VIOLATIONS:** No Violations Were Discovered

**HazMat:** No HM Transported

Placard: No Cargo Tank.

**Special Checks:** No Data for Special Checks

### State Information:

Beat/Sub Area: 542 Veh #1 Type: 20 Regulated Vehicle - Coordinate: 141487 File Code Number: 221310 Plate Type: 1R5 - Restricted Capacity: 31 Bus Type: 1

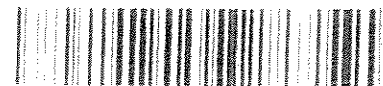
This report is for informational purposes only. It is not intended to be used as evidence in any legal proceeding. The information contained herein is the property of the California Highway Patrol and is to be used only for the purposes stated herein.

Report Prepared By: J. PEREZ (1051)

Badge #: 408968

Copy Received By: [Signature]

Page: 1 of 2



01205759 CA CA3P1X0000305

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CDDE B	OTHER PROGRAM(S)	LOCATION CODE 550
		SUBAREA S42	

CRIMINAL NAME IV Public Transportation Inc	TELEPHONE NUMBER (W/ AREA CODE) (323) 719-2446
---	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 East Paramount Blvd, Paramount, Ca 90723

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 5910 N Central Expressway Suite 1145 Dallas, Tx. 75206	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 7209 East Paramount Blvd, Paramount, Ca 90723
---	---

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC NO N/A	HWT RES NO N/A	IMS LIC NO N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 83 II-	DRIVERS 82	BIT FLEET SIZE
EXP DATE N/A	EXP DATE N/A	EXP DATE N/A	REG CT N/A	HW VEH N/A	HW CONT N/A	IPPD / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO (W/ AREA CODE) 5622599911 Ext 5004	NIGHT TELEPHONE NO (W/ AREA CODE) (714) 719-1749
EMERGENCY CONTACT (NAME) Lena Parten	DAY TELEPHONE NO (W/ AREA CODE) 5622599911 Ext 5009	NIGHT TELEPHONE NO (W/ AREA CODE) (562) 519-0125

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2014 ]**

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 - 50,000	<input type="checkbox"/> C 50,001 - 100,000	<input checked="" type="checkbox"/> D 100,001 - 500,000	<input type="checkbox"/> E 500,001 - 1,000,000	<input type="checkbox"/> F 1,000,001 - 2,000,000	<input type="checkbox"/> G 2,000,001 - 5,000,000	<input type="checkbox"/> H 5,000,001 - 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	--	---	---	--	--	--	---	---

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T N/A	<input type="checkbox"/> TCP N/A	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION Initial B Bus Terminal Inspection

**INSPECTION FINDINGS**

REQUIREMENTS	VIOL	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable
MAINTENANCE PROGRAM	0	1 UR 2 S 3 4 1 UR 2 S 3 4 1 UR 2 S 3 4 1 UR 2 N/A 3 4 1 UR 2 S 3 4
DRIVER RECORDS	0	No. 7 Time 3.5 No. 13 Time 3.0 No. 14 Time 8.5 n/a 15.0
DRIVER HOURS	0	<input checked="" type="checkbox"/> No H/M Transposed <input type="checkbox"/> No H/M violations noted No n/a Time Vehicles 1 Units
BRAKES	0	REMARKS
LAMPS & SIGNALS	0	13 CCR 1233(a)(1) - Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.
CONNECTING DEVICES	N/A	See attached CHP 343, CHP 343, Safety Compliance Terminal Review & Aspen reports CAA089680028 thru 00041.
STEERING & SUSPENSION	0	13 CCR 1230 The following vehicle(s) were placed "Out of Service" during this terminal inspection.
TIRES & WHEELS	0	Type Bus Lic 97835N1 Unit # 503 Defect(s) Exhaust leak
EQUIPMENT REQUIREMENTS	2	
CONTAINERS & TANKS	N/A	
HAZARDOUS MATERIALS	N/A	

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/> Yes <input type="checkbox"/> No	FEE DUE CHP 345 # 11	CHP 1000 COL	INSPECTION DATE(S) 11/17, 19 & 20/15	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) Al Perez / MCS1		ID NUMBER S A08968	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None			

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 11/20/2015
CARRIER REPRESENTATIVE'S PRINTED NAME Lena Parten	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER STATE Ca



US DOT #  
1205759

Legal: MV PUBLIC TRANSPORTATION INC  
Operating (DBA):

MC/MX #: State #: 1205759 Federal Tax ID: 11-3706367 (EIN)

Review Type: Non-ratable Review - Special Study

Scope: Terminal Location of Review/Audit: Company facility in the U. S. Territory: C

**Operation Types** Interstate Intrastate

Carrier:	N/A	Non-HM	Business: Corporation
Shipper:	N/A	N/A	Gross Revenue:
Cargo Tank:	N/A		for year ending:

**Company Physical Address:**

5910 N CENTRAL EXPRESSWAY SUITE 114E  
DALLAS, TX 75206

Contact Name: Lena Parten  
Phone numbers: (1) 972- 391-4600 (2) Fax  
E-Mail Address:

**Company Mailing Address:**

5910 N CENTRAL EXPRESSWAY SUITE 114E  
DALLAS, TX 75206

**Carrier Classification**

Other: B Bus

**Cargo Classification**

Passengers

**Equipment**

	Owned	Term Leased	Trip Leased	Owned	Term Leased	Trip Leased
--	-------	-------------	-------------	-------	-------------	-------------

Minibus, 16+	83	0	0			
--------------	----	---	---	--	--	--

Power units used in the U S : 83  
Percentage of time used in the U S : 100

Does carrier transport placardable quantities of HM? No  
Is an HM Permit required? N/A

**Driver Information**

	Inter	Intra	Average trip leased drivers/month: 0
< 100 Miles:		82	Total Drivers: 82
>= 100 Miles:			CDL Drivers: 82





Part A

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at:

437 North Vermont Ave  
Los Angeles, CA 90004  
(323) 644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Lena Parter

Title: Operations Manager

Name: *[Handwritten signature]*

Title:





**Part B Violations**

**Safety Fitness Rating Information:**

Total Miles Operated 300,000  
Recordable Accidents 0

OOS Vehicle (CR): 1  
Number of Vehicle Inspected (CR): 14  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





## Part B Requirements and/or Recommendations

1. Conduct periodic internal reviews of your driver qualification, hours of service control, maintenance, accident analysis/reporting, training, and other safety systems to ensure continued compliance with the FMCSR.
2. Obtain a copy of each driver's driving record and review it annually.
3. Drivers may not have Commercial Driver Licenses (CDLs) from more than one state. Ensure that all drivers have only one current CDL that is not under suspension or revocation. Driver CDLs must also match the correct class of vehicle driven and have applicable endorsements for double/triple trailer, passenger, tank vehicle and/or hazardous material operation.
4. Ensure that all drivers are fully and properly qualified before operating in interstate commerce. Maintain a complete file as required for each driver, documenting the qualification process.
5. Ensure that all documents supporting records of duty status (such as toll, fuel repair and other on-the-road expense receipts, as well as invoices, bills of lading, dispatch records, etc.) are kept on file for at least 6 months.
6. Toll receipts and other on-the-road expense receipts, invoices, bills of lading, dispatch records, and other "supporting document" must be kept on file for six (6) months. This requirement also applies to records generated by the use of owner-operators. You may keep legible photocopies in lieu of originals.
7. Ensure that all drivers' records of duty status (logs) are accurate. Check them against "supporting documents" to verify accuracy. Prohibit falsification of logs by any driver. Review the rules on supporting documents. Take appropriate action against drivers who falsify logs.
8. Review with your drivers periodically the procedures for doing pre-trip and post-trip inspections. Ensure that safety defects reported by drivers on their Vehicle Inspection Reports (VIR) are repaired before the vehicle is re-dispatched. Require drivers to prepare Vehicle Inspection Reports on a daily basis. Keep them on file for 90 days.
9. Establish a system to control passenger-carrying drivers' hours of service. Do not dispatch drivers who don't have adequate hours available to complete assigned trips legally. Do not allow drivers to exceed the 10, 15, and 60/70-hour limits.
10. Ensure that applicants for safety-sensitive positions do not have a current controlled-substance and/or alcohol problem by querying them and checking with their previous employers regarding controlled-substance and alcohol violations, related background, conditions and behaviors indicative of controlled-substance and/or alcohol abuse or misuse, and by conducting pre-employment testing as required by regulation and company policy. Create a detailed written record of each inquiry.  
  
Review and evaluate driver applicants' gaps in employment, frequent job changes, and incomplete applications. Require applicants to explain reasons for any gaps in their employment record in order to allay suspicion of controlled-substance and/or alcohol abuse or misuse.
11. Provide employees with a written controlled substance and alcohol testing policy that complies with all the requirements noted in Part 382.601(b). Also, ensure you maintain a certificate signed by the employee certifying they have received your company drug and alcohol testing policy.





**Part C**

Reason for Review: Other Initial Bus Ter  
Planned Action: Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews      Prior Prosecutions      Reason not Rated: Special Study

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?      Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?      Not Applicable  
Unsat/Unfit rule:

Corporate Contact: Lena Parten      Special Study Information:  
Corporate Contact Title: Operations Manager

**Remarks:**

Terminal Name: MV Public Transportation Inc      CA# - 468401  
Terminal Address: 7209 East Rosecrans Ave      Paramount, Ca. 90723      FCN - 384157

Rating Information:  
In accordance with 13 CCR 1233, this terminal has been rated SATISFACTORY at this time

Out-of-Service Vehicles  
13 CCR 1230(a) - The vehicles listed below have been placed Out-of-Service during this terminal inspection. These vehicles may be returned to highway service only after proper repair of the out-of-service condition(s)  
Type: Bus Lic: 97835N1 Unit: 503 Defect: Exhaust leak

MAINTENANCE PROGRAM VIOLATIONS:  
See Part B

DRIVER RECORDS VIOLATIONS:  
See Part B.

HOURS OF SERVICE VIOLATIONS:  
See Part B.

Upload Authorized:	Yes	No	
Authorized by:			Date:
Uploaded:	Yes	No	Failure Code:
Verified by:			Date:





DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1 0 86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680028  
Inspection Date: 11/17/2015  
Start: 8 11 AM PD End: 8 48 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75206  
USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401  
Location: PARAMOUNT Milepost: Shipper: N/A  
Highway: Origin: N/A Bill of Lading: N/A  
County: LOS ANGELES Destination: N/A Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	EL	2014	CA	1437360	# 21373	1N9MNALG1EC084143	34000		

DORADO

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Seat/Sub Area: S42; Bus Type: 1; File Code Number: 384157; Fuel Type: CNG; Odometer: 43988; Passenger Capacity: 29; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20

Report Prepared By:  
A. Perez

Badge #  
A08968

Copy Received By:



01205759 CA CAAC89680028

X

X

DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680029  
 Inspection Date: 11/17/2015  
 Start: 8:50 AM PD End: 9:17 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY SUITE 1145  
 DALLAS, TX, 75206  
 USDOT: 1205759 Phone#: (972)391-4600  
 MC/MX#: 648465 Fax#: (712)764-3876  
 State#: 468401  
 Location: PARAMOUNT Milepost: Shipper: N/A  
 Highway: Origin: N/A Bill of Lading: N/A  
 County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2014	CA	75022P1	# 507	1FDFE4FS4DDB30918	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Pat/Sub Area: S42; Bus Type: 1, File Code Number: 384157; Fuel Type: LPG; Odometer: 404899; Passenger Capacity: 21; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2

Report Prepared By:  
 A. Perez

Badge #  
 A08968

Copy Received By:



01205759 CA CAA089680029

X

X

DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1 0 86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680030  
Inspection Date: 11/17/2015  
Start: 9:20 AM PD End: 9:45 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75206  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4600  
Fax#: (712)764-3876

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2014	CA	18609U1	# 1179	1F66F5DY4E0A09946	22600		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Pat/Sub Area: S42, Bus Type: 1, File Code Number: 384157, Fuel Type: CNG, Odometer: 41278, Passenger Capacity: 2, Pre-Cleared Vehicle: Y, Regulated Vehicle: Y, Veh #1 Type: 20, WC Passenger Capacity: 2

Report Prepared By  
A. Perez

Badge #:  
A08968

Copy Received By



01205759 CA CAAC89680030

X

X

DRIVER/VEHICLE EXAMINATION REPORT

nSPECT 1.0.86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680031  
 Inspection Date: 11/17/2015  
 Start: 9:45 AM PD End: 10:10 AM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY SUITE 1145  
 DALLAS, TX, 75206  
 USDOT: 1205759 Phone#: (972)391-4600  
 MC/MX#: 648465 Fax#: (712)764-3876  
 State#: 468401  
 Location: PARAMOUNT  
 Highway:  
 County: LOS ANGELES

Driver:  
 License#: State:  
 Date of Birth:  
 CoDriver:  
 License#: State:  
 Date of Birth:

Milepost: Shipper: N/A  
 Origin: N/A Bill of Lading: N/A  
 Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1		BEILDORAC	2014	CA	1437360	# 21373	1N9MNALG1EC084143	34000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right		
Left		
Chamber		

VIOLATIONS No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Seat/Sub Area: S42, Bus Type: 1, File Code Number: 384157, Fuel Type: CNG, Odometer: 43988, Passenger Capacity  
 Pre-Cleared Vehicle: Y, Regulated Vehicle: Y, Veh #1 Type: 20, WC Passenger Capacity: 2

Report Prepared By:

A Perez

Badge #:

A08968

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DRIVER/VEHICLE EXAMINATION REPORT

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680032  
Inspection Date: 11/17/2015  
Start: 10:10 AM PD End: 10:40 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX. 75205

Driver:  
License#: State:

USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401

Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Milepost: Shipper: N/A  
Origin: N/A  
Destination: N/A

Bill of Lading: N/A  
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2014	CA	08615K1	# 317	1FDPE4FS8EDA99206	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Pat/Sub Area: S42; Bus Type: 1; File Code Number: 364157; Fuel Type: CNG; Odometer: 38734; Passenger Capacity:  
1; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2

Report Prepared By:  
A. Perez

Badge #  
A08968

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680033  
Inspection Date: 11/17/2015  
Start: 10:45 AM PD End: 11:10 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75205

Driver:  
License#: State:

USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401

Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	37230W1	# 004	1FDGF5GYXFEC42209	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

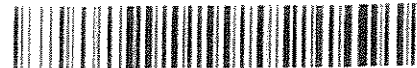
State Information:

Seat/Sub Area: S42, Bus Type: 1, File Code Number: 384157, Fuel Type: LPG, Odometer: 7998, Passenger Capacity: 20, Pre-Cleared Vehicle: Y, Regulated Vehicle: Y, Veh #1 Type: 20, WC Passenger Capacity: 2

Report Prepared By:  
A. Perez

Badge #:  
A08968

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DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1.0 86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680034  
Inspection Date: 11/17/2015  
Start: 11:12 AM PD End: 11:30 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75206

USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	CHEV	2010	CA	1358270	# L-208	1GB9G5AGXA1104720	14200		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Pat/Sub Area: S42, Bus Type: 2, File Code Number: 384157; Fuel Type: LPG; Odometer: 109499; Passenger Capacity: 4; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20, WC Passenger Capacity: 2

Report Prepared By:

A Perez

Badge #:

A08968

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X *TR*



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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1 0 86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680035  
Inspection Date: 11/17/2015  
Start: 11:30 AM PD End: 11:56 AM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX. 75206  
USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	68565R1	#974	1FDGF5GY7DEB15219	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Seat/Sub Area: S42 File Code Number: 384157; Fuel Type: CNG, Odometer: 466624; Passenger Capacity: 31 Pre-Cleared Vehicle: Y, Regulated Vehicle: Y; Veh #1 Type: 20, WC Passenger Capacity: 2

Report Prepared By:

A. Perez

Badge #

A08968

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DRIVER/VEHICLE EXAMINATION REPORT

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680036  
Inspection Date: 11/17/2015  
Start: 12 05 PM PD End: 12 30 PM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS TX, 75206  
USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BBLDORAD	2014	CA	1452400	# 1060	1N9HDALG4EC084268	35000			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Seat/Sub Area: S42 File Code Number 384157, Fuel Type CNG, Odometer 24263, Passenger Capacity 33 Pre-Cleared Vehicle: Y, Regulated Vehicle Y, Veh #1 Type: 20, WC Passenger Capacity 2

Report Prepared By:

Badge #

Copy Received By:

A. Perez

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680037  
Inspection Date: 11/17/2015  
Start: 12.35 PM PD End: 1 15 PM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75206  
USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BBLDORA	2012	CA	1408873	# 1048	1FDAF5GY3CEA73605	19500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Seat/Sub Area: S42; File Code Number: 384157; Fuel Type: CNG; Odometer: 67141; Passenger Capacity: 23; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2

Report Prepared By:  
A. Perez

Badge #:  
A08968

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

inSPECT 1.0.86



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680038  
Inspection Date: 11/17/2015  
Start: 1:17 PM PD End: 1:52 PM PD  
Inspection Level: V - Terminal Inspection  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY SUITE 1145  
DALLAS, TX, 75208  
USDOT: 1205759 Phone#: (972)391-4600  
MC/MX#: 648465 Fax#: (712)764-3876  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	97810N1	#1181	1FDGF5GY6DEA70550	19500		

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; File Code Number: 384157; Fuel Type: CNG; Odometer: 52947; Passenger Capacity: 30; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2

Report Prepared By:

A. Perez

Badge #:

A08968

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DRIVER/VEHICLE EXAMINATION REPORT

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California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680039  
 Inspection Date: 11/17/2015  
 Start: 2:00 PM PD End: 2:42 PM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY SUITE 1145  
 DALLAS, TX. 75205  
 USDOT: 1205759 Phone#: (972)391-4600  
 MC/MX#: 648465 Fax#: (712)764-3876  
 State#: 468401  
 Location: PARAMOUNT  
 Highway:  
 County: LOS ANGELES

Driver:  
 License#: State:  
 Date of Birth:  
 CoDriver:  
 License#: State:  
 Date of Birth:  
 Milepost: Shipper: N/A  
 Origin: N/A Bill of Lading: N/A  
 Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	1304475	#7102	1FDDE4FS0ADB01797	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	DISC	DISC

VIOLATIONS

Section	Type	Unit	QOS	Citation #	Verify	Crash	Violations Discovered
1259 1(D) CCR	S	1	N		N	N	Wheelchair securement devices --392.2 Wheel chair securement strap cut/damaged approx: 1" wide

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; Bus Type: 1; File Code Number: 384157; Fuel Type: G; Odometer: 71093; Passenger Capacity: 19;  
 Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20; WC Passenger Capacity: 2

Pursuant to Section 24004 CVC violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. DO NOT return this form to the California Highway Patrol. This document should NOT be forwarded to the court for clearance procedures.

Report Prepared By:

A. Perez

Badge #:

A08968

Copy Received By:

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DRIVER/VEHICLE EXAMINATION REPORT

INSPECT 1 0 86



California Highway Patrol  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

Report Number: CAA089680040  
 Inspection Date: 11/17/2015  
 Start: 2 45 PM PD End: 3 20 PM PD  
 Inspection Level: V - Terminal Inspection  
 HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY SUITE 1145  
 DALLAS, TX, 75206  
 USDOT: 1205759 Phone#: (972)391-4600  
 MC/MX#: 648465 Fax#: (712)764-3876  
 State#: 468401  
 Location: PARAMOUNT  
 Highway:  
 County: LOS ANGELES

Driver:  
 License#: State:  
 Date of Birth:  
 CoDriver:  
 License#: State:  
 Date of Birth:  
 Milepost: Shipper: N/A  
 Origin: N/A  
 Destination: N/A  
 Bill of Lading: N/A  
 Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	97835N1	# 503	1FDGF5GYXDEA62919	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right		
Left		
Chamber	C-20	C-30

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
27154 VC /002	S	1	Y		U	N	Exhaust system not gas tight--393.83(a) - Connecting pipe above X-2 disconnected from exhaust extension pipe.

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42 File Code Number 384157; Fuel Type: LPG; Odometer: 61314; Passenger Capacity 31; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20. WC Passenger Capacity 2

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. DO NOT return this form to the California Highway Patrol. This document should NOT be forwarded to the court for clearance procedures.

Report Prepared By:

A. Perez

Badge #:

A08968

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DRIVER/VEHICLE EXAMINATION REPORT

nSPECT 1.0 86



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CAA089660041
Inspection Date: 11/17/2015
Start: 3:20 PM PD End: 3:50 PM PD
Inspection Level: V - Terminal Inspection
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
5910 N CENTRAL EXPRESSWAY SUITE 1145
DALLAS, TX, 75206
USDOT: 1205759 Phone#: (972)391-4600
MC/MX#: 648465 Fax#: (712)764-3876
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Destination: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate Equipment ID VIN GVWR CVSA Existing CVSA #
1 BELDORAD12 CA 1396831 # 1055 1FDAF5GY8CEC51427 19500

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber DISC DISC

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Pat/Sub Area: S42; File Code Number: 384157; Fuel Type: CNG; Odometer: 56065; Passenger Capacity: 23; Pre-Cleared Vehicle: Y; Regulated Vehicle: Y; Veh #1 Type: 20 WC Passenger Capacity: 2

Report Prepared By:

A. Perez

Badge #:

A08968

Copy Received By:



01205759 CA CAA089660041

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# Section 6





## 6. Work Plan

### a. Staffing Plan/ Maintenance Staffing Plan

#### a.1. Key Personnel

MV's management team resumes can be found following this section.

#### **Project Team**

---

##### **Stephen Allan, General Manager**

Since 2008, general manager Stephen Allan has supervised the successful management of MV's projects operated from the company's Paramount, Calif. Location in Los Angeles County. Acting as a regional manager for nearly 15 total projects – including five additional services operated from neighboring locations – Mr. Allan works from this facility three to four days each week to support the management team and ensure that each contract is meeting MV and client expectations. A long-time Southern California resident, he is always available to his team and to clients via mobile phone.



Steve's 33 year career in public transportation began when he started working as an operator for 24-Hour Airport Express in La Habra. From here, he steadily moved in to roles with increasing responsibility, and has worked as a transportation manager for 24 years. He has overseen teams as large as 600 employees and has been responsible for fleets of up to 240 vehicles.

In Paramount, Steve supervises two operations managers, one maintenance manager and one safety and training manager who work in partnership to oversee nine contracts. As the main liaison between MV and clients whose projects operate from this location, Steve maintains regular contact with each client and meets with them often to discuss their services. He is also responsible for maintaining MV's relationship with Teamsters Local 952 representing vehicle operators.

Over the course of the past seven years, Steve has enjoyed many successes as MV's Paramount general manager. He negotiated the company's current collective bargaining agreement, successfully implemented schedule







changes to services and has overseen the implementation of many new projects. Most importantly, Steve has created an optimal working environment where all team members are cross-trained – including office staff – to ensure that service issues can be resolved quickly, at any time.

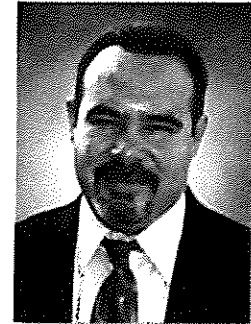
Prior to this role, Steve managed the Super Shuttle in Orange County providing the airport operations and management of the Disney Cast Shuttle Program. In this role for nine years, he worked with airport and curb operations, and was responsible for all aspects of employee management. Steve was also president and owner a Super Shuttle franchise for four years, where he grew revenue from \$7M annually to more than \$13M annually.

Steve holds a bachelor of arts in business administration from California State University, Fullerton.

Mr. Allan exceeds the County's requirements of minimum three years of experience in providing same or similar fixed route service to government or social service agency using alternative fueled, cutaway buses, transit buses of 25 feet or longer transit buses.

### **Martin Camargo, Maintenance Manager**

Mr. Martin Camargo has worked as MV's maintenance manager in Paramount, Calif. since 2001. A skilled supervisor with an extensive maintenance background, he draws from his 25 years of experience to manage a team of four technicians, four vehicle service workers and one clerk. At this location, Martin ensures that the vehicles for nine contracts are carefully maintained and ready for service daily.



In addition to the projects operated from this location, he is also MV's maintenance manager at the company's West Covina location. For this project, he supervises the lead technician and visits the location several times weekly to review paperwork and the success of the overall maintenance program.

When Martin arrives at the Paramount shop each morning, he reviews all preventive maintenance schedules and work orders, and orders parts if necessary. The evening maintenance team provides him with written communication regarding requirements for the shop for the following day, and he ensures that technicians and vehicle service workers have the items



needed to properly care for each service's fleet. Using the Trapeze Enterprise Asset Management software, he handles all warranty issues and runs client reports.

Martin works closely with his team, and in addition to online training provided through MV, he looks for opportunities throughout the work day to use as times for training. He also ensures that his team fully understands their tasks and is prepared to fulfill their respective duties by completing spot checks of service throughout the day. During his tenure in Paramount, Mr. Camargo and his team have also transitioned into a primarily CNG maintenance environment. MV's team of technicians has completed CNG-specific training.

Martin started his maintenance career in 1990 as a mechanic for Laidlaw Transit Services in Los Angeles, and moved into the role of lead mechanic – a position he held for four years.

Martin is ASE Certified in Preventive Maintenance Inspections, Brakes, and Heating/AC, and is certified as a MCS Qualified DOT Brake Inspector. He has completed South Coast Air Quality Management District Training in refrigerant recovery and International Mobile Air Conditioning Training.

Mr. Camargo exceeds the County's requirements of minimum three years of experience in providing same or similar fixed route service to government or social service agency using alternative fueled, cutaway buses, transit buses of 25 feet or longer transit buses.

### **Lina Parten, Safety and Training Manager**

Ms. Lina Parten serves as MV's safety and training manager at the company's Paramount, Calif. location. Starting as a vehicle operator here in 2004, she has steadily moved into roles with increased responsibility, and now provides leadership and guidance to MV's employees, leads operator training, conducts monthly safety meetings, and performs audits and inspections.

During her tenure in Paramount, Lina has served in various positions including lead dispatcher, road supervisor and operator instructor.

Since 2009, Lina has provided oversight for all safety and training functions for nine contracts. She also personally oversees projects in LaMirada, Whittier, West Covina and Pomona, serving in a project manager capacity. For these projects operated outside of Paramount, Ms. Parten manages a





supervisor at each location who oversees the safety program and delivers the monthly safety meetings.

In Paramount, Lina arrives early each morning to go over the operator schedules and to ensure that the location is ready to provide service for nine separate clients. She ensures that any operator shortages are covered, reviews paperwork to confirm that all vehicles have been refueled, and then completes all farebox reconciliation for the previous day.

For the remainder of her day, Lina focuses on all safety and training functions. On average, she facilitates operator training classes every two weeks to ensure that MV maintains the correct level of vehicle operators. While MV has an excellent operator turnover rate at its Paramount location, Ms. Parten seeks to recruit new operators regularly.



Overseeing the entire safety program, she also delivers several employee initiatives to promote safety on the road and throughout the operation. These include quarterly contests to award operators who have completed service with no preventable accidents or DriveCam events with gift cards for gas or groceries. Lina has found that these programs have made the entire operator team much more aware of their driving behaviors and has improved safety.

Prior to her career in transportation, Ms. Parten worked in Bellflower, California as a teaching assistant for the Bellflower Unified School District. Ms. Parten has an associate's degree in human resources and business. She is also certified as a DMV Employer Testing Examiner, Transportation Safety Institute and FTA Bus Collision Prevention and Investigation, TSI and FTA Reasonable Suspicion. Regional Team

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team is based, as well as all company human resource, public relations, legal, and IT departments. The company also maintains support offices in Elk Horn, Iowa (accounting, qualifications, contract management, and risk management departments) and in Northern California (business development/sales department).

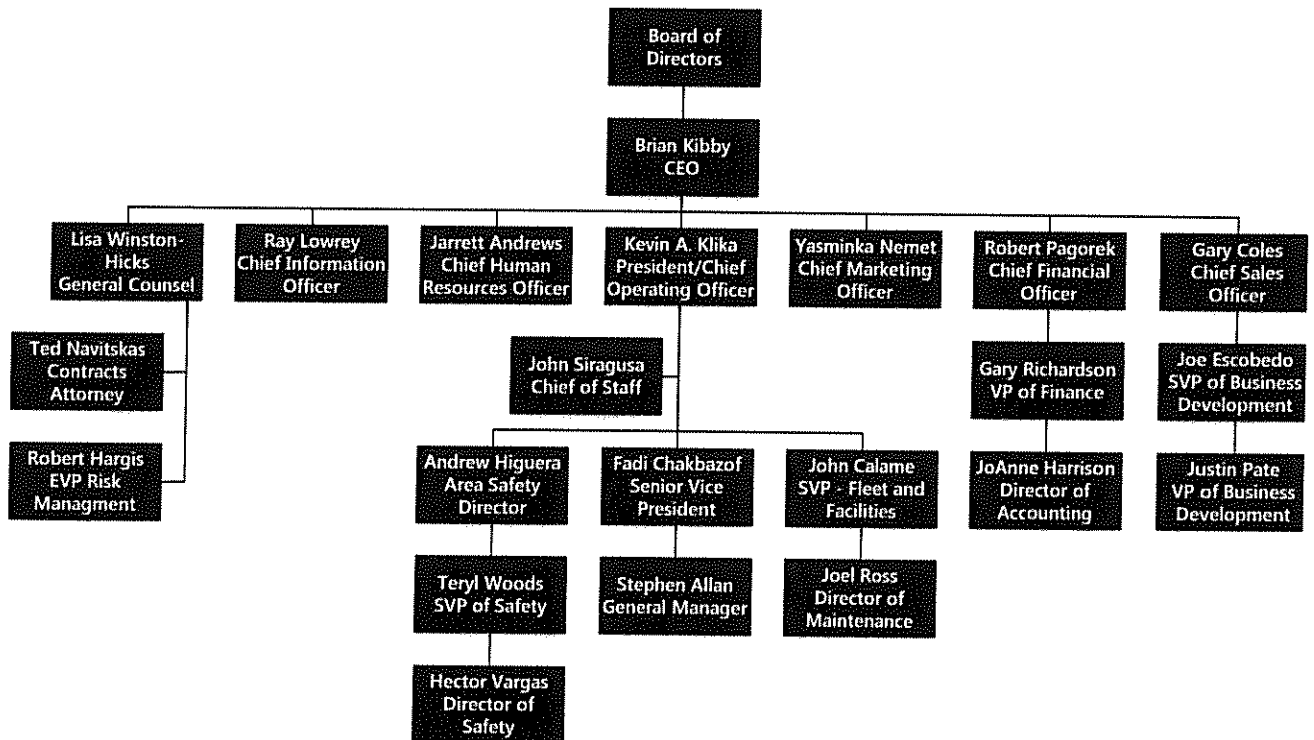
Today, MV operates in 29 states, and through its subsidiaries, internationally. Within North America the company has established



operations, each with its own support structure consisting of directors of safety, maintenance, and accounting, as well as labor relations and human resources support.

The County will be supported by industry leaders who are empowered and authorized to make decisions on behalf of the organization. Leading MV's regional team is Senior Vice President Fadi Chakbazof.

The chart below illustrates the company's reporting lines and executive structure for this project:



### Fadi Chakbazof, Senior Vice President

Mr. Fadi Chakbazof is MV's senior vice president and executive level representative for this operation and has more than 13 years of transportation experience. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.





Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

### **Joel Ross, Director of Maintenance**

Mr. Joel Ross is MV's director of maintenance and brings 30 years of maintenance experience to the position, including a substantial history of fleet maintenance oversight and cost savings. He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets are maintained appropriately and safely. If additional maintenance resources are needed, Joel will work with MV's senior vice president of fleet and facilities, Mr. John Calame, to provide the needed support.

Joel is assigned to locations throughout southern California, serving as an interim manager, support team member overseeing special projects. Prior to joining MV, Joel served as the regional maintenance manager for First Student Transportation, Inc. Mr. Ross holds a Bachelor's Degree in Welding Technology and a Master's Degree in Engineering.

Joel will serve as MV's fleet and maintenance transition lead. He will be onsite frequently to meet with County staff, Stephen Allan, Martin Camargo and other key personnel. He will work with MV's transition team to establish the maintenance shop, procure equipment, and transition the fleet.

### **Hector Vargas, Director of Safety**

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.

Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with



Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.

Mr. Vargas is a Smith System Instructor, a Behind-the-Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

After the release of future IFB's, if MV is awarded a contract to operate County services, Hector will serve as MV's transition lead in the area of safety and training. He will work with County staff, Stephen Allan, and other key personnel to deploy MV's company-wide training and safety programs, and tailor these so that they address the unique attributes of the local operating environment and comply with all safety and training standards set forth by the County.

### **JoAnne Harrison, Director of Accounting**

Ms. JoAnne Harrison is director of accounting. She will provide finance support to the location, working with Stephen Allan to ensure all accounting and financial management practices are consistent with established policies and procedure.

Ms. Harrison joined MV in 2012 as accounting manager for its OCTA Contracted Fixed Route Bus Services. Here, she was responsible for managing all data input and processing as well as report production and invoices. She worked to improve processes and was successful in implementing changes to forms management and payroll procedures resulting in increased accuracy and efficiency.

Ms. Harrison brings more than 30 years accounting experience and significant transit operational knowledge to these services. She is a CPA and holds a Bachelor's Degree specializing in accounting and real estate finance.

Joanne will serve as the transition lead in all areas of finance and accounting. She will be onsite frequently to meet with the County and other key personnel, auditing the location records and ensuring sound business practices. She will work with the transition team to establish on-site procedures and coordinate all centralized functions.



## a.2. Job Descriptions

Below are samples of the job descriptions for positions that could be proposed upon release of future IFB's. Staffing will be determined upon examination of future scopes of work.

### Vehicle Operators

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Vehicle operators are the critical interface to passengers and must appropriately represent the County. MV operators have a safety-first attitude, a professional and caring demeanor, and excellent people service skills. Vehicle operators respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.



The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Fixed route operators are trained in the system routes, and are fluent in providing information regarding major stops, transfer points, and schedule information.

Paratransit operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.

When operators report to work, they check in at dispatch, obtain their manifest, and vehicle assignment. Then, they proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

All MV operators are trained in on-board technology and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances.



Upon return to the yard, vehicles operators perform a post-trip inspection and submit all completed paperwork to dispatch.

## **General Manager**

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The general manager is the daily operational liaison between MV and the County. This person is MV's field representative and the County's advocate. This person must work in partnership with County staff, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the service.

This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.

It is of utmost importance that the general manager and County representatives have a productive and valuable working relationship. As such, MV will accommodate the County's requests relating to personnel changes pursuant to this contract.

MV's general manager will meet with County staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

## **Maintenance Manager**

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The maintenance manager's primary duty is to ensure the safe and effective operation of the fleet. This position protects and maximizes the useful life of the fleet by ensuring compliance with all OEM, County, and MV standards of safety, operation, and appearance.

The maintenance manager coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. He or she will coordinate with dispatch in order to maximize fleet availability and understand service demand peaks. The maintenance manager monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted with outside vendors. He or she also





coordinates with equipment manufacturers regarding warranty issues and specialized training needs.

The maintenance manager ensures adequate staffing and supervision, and is accountable for the performance of the maintenance team.

## **Safety and Training manager**

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The safety and training manager is a hands-on trainer specializing in implementing programs and procedures in compliance with State and Federal regulations, corporate and client policies; and is accountable for the leadership of DriveCam and OSHA/CDL at the local level. This manager sets the tone for ensuring all operators are current with the training requirements of the company and contract. The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring the effective training of MV's team and the safe operation of all service, equipment, and facilities.

This position functions as a safety officer and the emergency coordinator for MV's operation, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and guarantees that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and local regulatory audits, and administers MV's FTA-compliant Zero Tolerance Drug and Alcohol program.

## **Road Supervisor**

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The road supervisor is stationed in the field and monitors on-road activities. This position monitors the safe and efficient operation of all vehicles to ensure high-quality service.



The road supervisor responds to on-road situations (incidents, accidents, and passenger disturbances). He or she also performs on-road observations and perform passenger outreach. This person conducts gate checks to ensure on-time service, and monitors the proper completion of necessary paperwork, including manifests and pre- and post-trip inspections. The road supervisor assists in incident preventability determination and makes recommendations for future training based on individual events or on system trends.



The road supervisor is strategically placed within the service area in a way that minimizes response time. He or she is dispatched to the scene of any breakdowns, incidents/accidents, etc.

## Reservationist

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The reservationist is primarily responsible for answering calls and interacting with the passenger base who are booking trips. This position is responsible for trip request intake and scheduling those trips at the time of the call.

Reservationists provide superior customer service and are professional, patient, and responsive at all times.

The reservationist accesses trip requests for both demand and subscription service. When necessary, they will negotiate trip times as permitted by the ADA, and as allowed by County policy. They will document denials as required.

## Dispatcher

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The dispatcher directs all on-road operations that occur from the daily pullout to return-to-yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. He or she is trained in reasonable suspicion and are responsible for assessing fitness for duty.



This person acts in compliance with the County policies in accordance with MV operating procedures. The dispatcher monitors service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies.

The dispatcher coordinates standby operators in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

## A Level Technician

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The A-level mechanic is the highest-level line mechanic. Under general supervision, A-level mechanics perform the most difficult repair tasks and supervise subordinates. This person performs all needed repairs, adjusts vehicle systems, and performs as a shift leader when required. A-level must



be able to teach, diagnose, inspect, and change or repair defective components and/or sub components.

## B Level Technician

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B-level mechanics perform a variety of preventive maintenance and minor repairs. This person performs general maintenance, troubleshooting and diagnosis, and/or repairs to a broad range of vehicle systems including engine and emissions, drive train, brakes, climate control, electrical and specialty electrical systems, electronic systems, accessibility equipment, transmission, and steering and suspension. B-level mechanics complete work orders and preventive maintenance forms.

## C Level Technician

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The C-level mechanic perform minor repairs at the direction of the A-level or B-level mechanic. This person's duties include oil changes, tire changes, fluid replacement, minor body repair, and all other minor repairs as necessary.



## Vehicle Service Worker

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Vehicle service workers ensure the fleet is cleaned and fueled to the specifications outlined in the RFP. These persons will work primarily at night to clean, service, and fuel each vehicle in assembly-line fashion.

The vehicle service worker may perform minor graffiti removal maintains and seat upholstery repair. He or she performs preliminary vehicle inspections; checks various fluids including the oil, water, and fuel levels; and inspects the hoses, belts, batteries and similar equipment.

### a.3. Hiring/ Screening and Selection

#### Recruitment

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During implementation, MV will thoroughly evaluate the current staffing and service structures to identify the minimum number of operators needed to perform this contract. MV will fill the majority of the staffing positions with existing personnel, if possible.

*Retaining as much of the current workforce as possible minimizes the element of change for the system's passengers during the service transition.*

For any open positions, MV uses industry publications and several online resources. This approach maximizes the company's exposure to talent within the industry and like industries. MV has a strategic partnership with CareerBuilder.com, with which the company's postings are automatically linked to over 50 diversity postings. The company also uses the services of:

- Monster;
- Craigslist;
- Transit Talent;
- Indeed;
- ZipRecruiter;
- APTA;
- Mass Transit, and
- LinkedIn



As part of MV's commitment to veteran employment, the company also uses America's Job Exchange. This tool expands MV's outreach to include agencies including:

- AJE Veterans Exchange;
- AJE Disability Exchange;
- JOFDAV.com;
- DisabledPerson.com; and
- 4000 additional community based organizations sites.

Locally, the company participates in local job fairs – and includes those that focus on returning veterans and/or spouses of veterans.

Once MV has garnered a strong applicant pool through aggressive recruiting, it will begin the process of finding team members who will be dedicated to providing safe, friendly and timely service to your customers. A prospective employee must possess the ability to work well with the public and to respond to inquiries in a positive and professional manner.

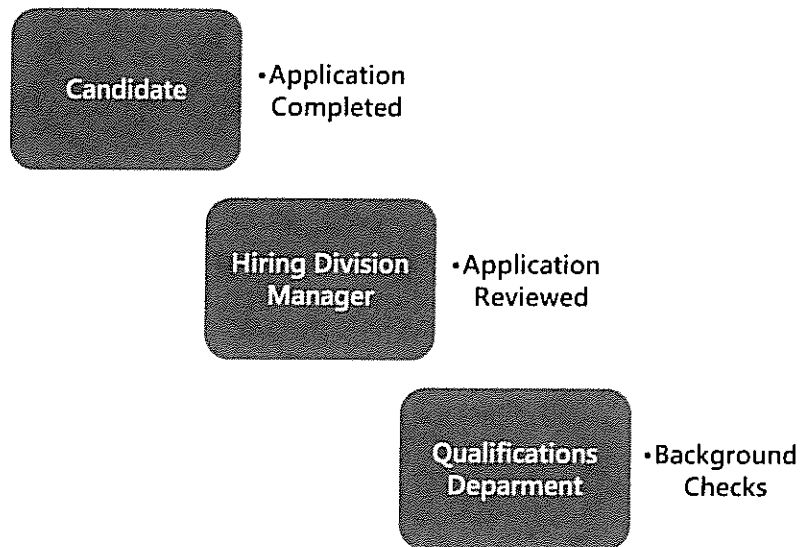
## Hiring

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### Completing Application

MV posts all career opportunities – from vehicle operators to management staff – on the career section of company's website (<http://careers.mvtransit.com>); this is powered by CareerBuilder, LLC, the nation's largest internet job site.

An applicant begins the employment process by completing an online application. After the application is completed, it is reviewed by the local hiring lead (for this contract, this will be the general manager to determine if qualifications are met. If the applicant meets the minimum requirements, the qualifications process will begin.



### Qualifying Applicant

The hiring lead will contact the applicant and request that he or she reviews and signs the required release documents.

Required release documents include:

- Application for Employment
- MV's Background Check Disclosure and Authorization release
- FTA DOT Disclosure and Authorization (FTA divisions only)
- FMCSA DOT Disclosure and Authorization (FMCSA divisions only)
- California Pull Notice Authorization Form (CA divisions only)
- I-9 Express Online I-9 verification

Once signed, the applicant's background checks are ordered.

All employees must pass a mandatory pre-employment drug test. Additionally, depending on the position, applicants may be required to pass either a DOT or Non-DOT physical examination. MV's qualifications department will contact the hiring lead within 72 hours once the applicant is qualified for hire (or qualified pending additional information).

MV Transportation, Inc. has an Equal Opportunity Employment (EEO) policy in place and will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, national origin or any other characteristic protected by the law.





## Motor Vehicle and Criminal Background Reports

An applicant's motor vehicle report (MVR) will be assessed to determine if any of the following items are present:

- Serious traffic offenses in the last three (3) years
- More than three (3) moving violations in the last three (3) years
- Pattern on the motor vehicle report (MVR)

All criminal convictions and motor vehicle reports are reviewed and assessed based on the Equal Employment Opportunity Commission (EEOC) guidelines, along with the following eligibility factors:

- The frequency, severity, and nature of the conviction
- The age of the applicant at the time of the conviction
- The elapsed time from the date of the conviction to the present
- The relationship between the nature of the offense and the type of employment
- Evidence of rehabilitation, successful employment history, and any aggravating, mitigating or extenuating circumstances

## Adverse Checks

If the background check reveals adverse information, MV's qualifications team will initiate an individual assessment. The applicant will receive a pre-adverse letter, along with a copy of their background reports. The applicant is given an opportunity to contest their background reports within 10 business days.

If the applicant provides appropriate documentation clearing the issues cited, the hiring lead is notified that the applicant is qualified for hire. If the applicant is unable to clear the report within 10 business days, then the qualifications department issues a disqualified notification to the hiring lead, who will in turn notify the applicant.

## *Considerations*

An adverse result is reviewed and assessed for an applicant who has the following:

- A misdemeanor or felony
- More than three moving violations in three years on their driving record





## Medical Examination Reports



The company requires all applicants for safety-sensitive positions to undergo medical examinations. The hiring lead will schedule an online appointment with eScreen, Inc., and notifies the applicant.

All exams and test results are reviewed by a medical review officer (MRO) to assure compliance with DOT requirements – this review is based on the medical standards set forth by FMCSA (49 CFR 391.41) and medical guidelines.

MV requires applicants to undergo this examination to establish the applicant's fitness to perform the job for which they have applied, without endangering the health and safety of themselves or others. All exams are performed by a physician or licensed medical facility designated or approved by the company.

*A current employee may be required to have a medical examination under the following conditions: Exposure to toxic or unhealthful conditions, a request for an accommodation due to a disability, or is unable to perform essential job functions due to a medical condition.*

## Physical Examinations

An applicant in a safety-sensitive position must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.

## Drug and Alcohol Testing

MV shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 (382 is only applicable to those contracts not subject to FTA regulations) to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MV shall not permit any employee who refuses to submit to such tests - to perform or continue to perform any safety-sensitive functions.

## Retaining Existing Employees – Labor Code 1070

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or





subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

## Drug and Alcohol Testing Program

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MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – MV conducts DOT post-accident drug and alcohol testing immediately for any employee who is involved in an incident or accident meeting FTA/DOT criteria. If the accident does not meet the FTA/FMCSA testing criteria, MV will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the accident/incident.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

\*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

Mrs. Esther Avalos, Director for Drug and Alcohol Compliance, administers MV's Zero Tolerance Drug and Alcohol Testing Program. It is regularly



updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

## Pull Notification Proof

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MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation's Requestor Code #79787.

## Personnel Management

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MV's labor management program for all employees starts upon hiring, when each MV employee receives an employee handbook covering the following written standards (please see the employee handbook enclosed with each proposal binder) of conduct and performance:

- **Employment Guidelines:** MV's employment policy and guidelines.
- **Code of Conduct:** Outlines the ethical standards that each employee is held to and provides guidance in determining what behaviors are not consistent with MV's ethics policy.
- **Drug and Alcohol Policy:** Provides a description of MV's Drug and Alcohol Policy, clearly defines the expectations of each employee in this area, and provides due notice of all substance testing.



## Performance Reviews

Throughout each employee's term of employment, employee performance is documented in writing in the following manner:

- **Managers, Supervisors, Office and Maintenance Staff Not Represented by a Collective Bargaining Agreement (If any):** Receive an annual performance review that includes a self-assessment worksheet, formal written review from their direct supervisor, and a meeting to discuss performance achievements and deficiencies. Performance is reflected in annual increases and in employment status.
- **Vehicle Operators:** Are evaluated based on performance (accidents, incidents, complaints, compliments) as well as on-road ride checks and observations. Performance is reflected in their employment status as well as the award of performance based bonuses. All wage increases are determined by the defined wage scale.
- **Staff Represented by a Collective Bargaining Agreement (If any):** Are evaluated based on performance (system efficiency, compliments, complaints). Performance is reflected in their employment status as well as the award of performance based bonuses (when applicable). All wage increases are determined by the defined wage scale.

A critical component of MV's overall human resources program is its employee relations center. This function is overseen by both an experienced Director and Manager of Human Resources. All involuntary terminations are carefully reviewed, documentation is examined and then a decision is reached to either approve or deny a termination. If the termination involves an employee represented by collective bargaining, MV's Director of Labor Relations is also included in the termination review.

### a.4. Supervisory Tasks- Schedule Adherence Checks

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team. MV will propose the need for road supervisors for each IFBs as needed.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations



managers will administer progressive discipline pursuant to the collective bargaining agreement.

## Operator Evaluation Procedures

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:



- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.



## a.5. Supervisory Tasks

### Complaint Investigation and Response

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of the senior vice president and the County. Depending on the nature of the complaint either the general manager and/or senior vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.



Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the County and the complaint will be logged and submitted with all monthly reports, as required.

If County permits, MV will use its complaint tracking database to log and report all complaints, comments, and commendations received.

### **Supervisory Tasks- Report Writing**

MV's administration manager, Ms. Lupe Flores will be responsible for reporting all information required by the County. As general manager, Mr. Stephen Allan will hold oversight authority of this important task. Please refer to proposal sections 7.c Quality Control Documentation, Review, and Reporting and 12 Record Keeping for a description of MV's reporting capabilities. MV will determine what percent of Ms. Flores's time will be devoted to this task upon release of future IFBs.

### **Supervisory Tasks – Training**

MV's operator training supervisory responsibility rests with safety and training manager Lina Parten. MV will estimate what percent of her will be devoted to this task upon release of future IFBs.

## **a.6. Shared Personnel**

Upon release of future IFBs MV will examine each scope or work to determine what personnel will be shared and will provide a list all positions for each service, the percentage of time each person is assigned to each service, and the revenue service hours of each service, as required.

## **a.7. Full-Time Employee Staffing Plan**

Per page 1.19 of the SOQ, form LW-8 is not required to be submitted with this SOQ response. Upon release of future IFB's MV will complete this form to demonstrate MV's full-time employee staffing plan.

## **b. Communication Equipment**

MV communications configuration and equipment comply with RFP Exhibit A requirements for this project.





- **Service Vehicle Communication Equipment:** Upon release of future IFBs MV will examine the scope of work for each project and determine the best communication equipment to offer the County.
- **Internet Access and Email:** MV's paramount location is equipped with Internet access. All managers have access to email communications. The County will have access to MV's team through email, business phone landlines, and individual cell phones.
- **Business Contact Telephone Number:** MV has a business telephone line for services that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that in future procurements that the County may install AVL devices on the County owned service vehicles along with remote diagnostic information.. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate any Collective Bargaining Agreement in place and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

### c. Storage and Maintenance Facilities

MV's proposed maintenance facility complies with RFP Exhibit A requirements for this project.

MV will base operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its facility located at 7209 East Rosecrans, in Paramount, CA 90723. This facility provides approximately 1,500 square feet of operations space, five offices and five workstations, dispatch office, operator break area and one training room. The facility also has adequate secured storage for tools, equipment, and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-thru service bays. The facility has an appropriate ANSI-approved hydraulic lift capable of fully lifting the heaviest County service vehicles six feet above the ground for maintenance purposes.

The yard is situated on two acres of paved outdoor vehicle storage space, with a 15,000 gallon on-site propane fueling tank and a 10,000 gallon gasoline tank. The



area is securely fenced and well lit. Regarding CNG fueling, MV's facility is located 2.1 miles away from a fueling station at 701 N. Bullis Rd. Compton, CA.

#### d. ADA Compliance

Each day MV will have available a ready bus, which is an ADA compliant vehicle that has received a pre-trip inspection, is parked at the facility, and is ready to leave at a moment's notice. This vehicle will be used in the event that a replacement vehicle is needed, within the 30-minute response time as required in the RFP.

MV teaches its operators that complying with the requirements of the ADA is not only required by the law, but it's also a display of professional skill and respect in the services provided to the disabled. MV's ADA training includes:

- The ADA provisions for making public transportation readily accessible to individuals with disabilities, including individuals who use wheelchairs. How the ADA extends to individuals with disabilities comprehensive civil rights protection similar to that provided to persons on the basis of race, sex, national origin and religion under the Civil Rights Act of 1964. As it relates to public transportation, the requirements that the ADA mandates.
- Provide assistance to people with disabilities with the boarding and alighting process whenever they request help. Assistance should be offered politely but never forced upon an individual who does not desire such assistance. This assistance includes making the lift available to passengers who do not use a traditional mobility device, for example, a passenger who uses a cane.
- Announce bus stops on fixed route service. This ensures that passengers who are visually or cognitively impaired will know when to get off of the bus.
- Ask ambulatory passengers to make the priority seating seats (if applicable) available for passengers with disabilities on fixed route service.
- Permit a disabled passenger who uses a mobility device (wheelchair, scooter, etc.) to be transported in the mobility device. While you can ask a disabled passenger to transfer to a bus seat, you cannot require the passenger to transfer to the seat if they choose to remain in their mobility device.
- Permit passengers to board with their service animals. This may include animals other than service dogs.
- Verify the functioning of the lift device by cycling it each service day during the pre-trip inspection and documenting this on the daily vehicle inspection report (DVI).





## e. Equipment/ Proposer-Provided Spare Service Vehicles

MV operates over 10,000 vehicles in the more than 240 contracts. The company offers significant purchasing power through established vendor relationships. These national accounts make way for quick vehicle and equipment procurements. Upon release of future IFBs MV will examine each opportunity individually and determine the most effective fleet for the required services.

### e.1. Vehicle Maintenance

This section serves as MV's maintenance plan for any County services. If the County awards MV future contracts, the company will base its annual FTA-required maintenance plan on this narrative. MV will continuously develop this document, which will serve as a "living document"; MV will update it as needed and review it annually for compliance to new rules, regulations, and laws, in partnership with the FTA.

#### i. Purpose

This specific document outlines the maintenance program for MV Transportation, Inc., employed by the County for the provision of future services. MV considers all information, standards, and guidance provided within to be its responsibility.

The purpose of the Vehicle Maintenance Plan is to develop a consistent, ongoing system of maintenance procedures and guidelines, to which it will reference to ensure the highest quality maintenance program, and to maintain a fleet while minimizing service interruptions and road calls. In doing so, MV will provide safe, clean, and dependable equipment at the lowest cost possible.

#### Policies, Goals and Objectives

A primary focus on the vehicle maintenance plan is its use in the evaluation and monitoring of MV's maintenance operations. This program sets forth the performance areas and measurements that serve as the standards for MV's contract compliance. These standards comply with MV and the County policies, goals, and objectives; industry standards; and accepted maintenance procedures – including training functions.



This maintenance plan will be a blueprint for MV's maintenance department; the information included herein outlines the responsibilities of MV and its maintenance team. This plan is not a policy manual; however, it will work in conjunction with MV's maintenance policy manual, and related maintenance and safety programs. MV's policy manual, and related maintenance and safety programs are available upon request.

## **Objectives for this Contract**

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Based on MV's experience operating various County services and MV's best practices, the company has developed the following preliminary goals and objectives for its maintenance department. Please note these goals and objectives are subject to change based on the County and MV recommendations.

### **Objective #1 - Meet or exceed industry standards for maintenance performance indicators.**

- Road calls will be reported to the County on a monthly basis. Road call performance is measured as a ratio of total miles driven, where the standard is no less than 1 road call per 10,000 miles/25,000 miles depending on service type.
- MV will maintain an adequate level of vehicles in-service. This will be measured as a ratio of in-service vehicles per mechanic.
- MV will maintain an adequate level of vehicle service personnel. This will be measured as a ratio of in-service vehicles per vehicle service worker.
- MV will maintain an adequate spare ratio based on anticipated total fleet requirements (where total fleet is peak requirements, plus incidental needs such as scheduled maintenance, marketing, training and safety, accident repair, major overhaul and spares to facilitate planned rebuild projects). Spare ratio is measured as a percentage of spares to the anticipated total fleet requirements.
- MV will track engine and transmission wear through oil sampling; this is measured during every oil change.



## **Objective #2 - Continue Appropriate Inventory Control and Management Activities**

- MV will maintain an adequate parts inventory. MV measures parts inventory as a per-vehicle dollar amount, where the amount will not exceed \$500 for vans and light buses (paratransit) and \$2,500 for large/heavy duty transit buses (fixed route).
- MV will establish and maintain minimum and maximum inventory levels, and purchase parts in order to maintain this standard. MV will use the Trapeze EAM ("T-EAM") system to set and manage these thresholds when purchasing parts.
- MV will conduct a physical count of inventory at least twice per year. MV will measure its performance in this area based on the recorded book value of parts, ensuring that the book value is within  $\pm 3$  percent.

## **Objective #3 – Setup and Maintain Preventive Maintenance**

MV will ensure all inspections are performed on-time, pursuant to its preventive maintenance schedule. On-time performance will be measured as a percent of preventive maintenance inspections exceeding the FTA requirement of  $\pm 10$  percent of the interval indicated by vehicle type/year. In total MV will achieve an on-time performance rate of no less than 96 percent at each preventive maintenance levels.

### **ii. General Maintenance Guidelines**

#### **Daily and Periodic Maintenance**

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##### **Fueling, Cleaning and Repair**

Fueling, cleaning, and minor repair is generally conducted during evening and night hours. MV will emphasize preparing the maximum number of vehicles for daily pull-out. Examples of these activities are:

- Drive bus to the fuel island



- Change/empty cash vaults
- Check engine coolant level
- Fuel vehicle
- Check engine oil level Check transmission fluid level
- Bump front and rear tires for low pressure (this is also performed as part of the operator's pre-trip inspection)
- Clean interior and inspect for graffiti, cut seats, glazing, lights, fire extinguisher, mirrors, and body for damage or defects
- During servicing, make observations of air pressure, transmission, brake operation, and lights
- Record all fluids additions
- Record hubometer/odometer readings
- Report all observed defects for correction
- Clean exterior as scheduled
- Inspect buses scheduled for safety/brake checks, drain air tanks of condensation as scheduled
- Repair buses reported by service personnel for defects; test to confirm repair
- Route any buses reported with minor defects (by operators) for repair; test to confirm repair
- Repair buses that failed in service (i.e., road calls) and tested to confirm repair
- Park buses in appropriate locations; place buses without defects in the area ready for service; place buses with defects in the area for repair operations.
- Record all repairs in Maintenance Information System (MIS)
- Park cleaned and repaired buses that are ready for service
- Buses that cannot be repaired prior to morning pull-out are held out of service for continued repair



## Unscheduled Repairs

During the day, MV will perform unscheduled repairs daily, as the need presents. These include the circumstances described below:

- When a vehicle fails in-service, MV will return the vehicle to the garage for diagnosis and repair; or, mobile mechanics will repair it in the field.
- Operators may report defects when they return to the garage during scheduled pull-ins. Mechanics will check these defects prior to afternoon pull-out.
- MV will maintain all accessible bus features in proper working condition at all times. MV will repair any accessible equipment failures promptly – no vehicle will enter service without a working lift. MV will maintain available lift-equipped vehicles to ensure it meets all services levels adequately.

## Intermediate Maintenance

Mechanics must perform lubrication and inspections to ensure that the vehicle is in operating condition without failure or wear-out of components. Examples of actions are as follows:

- MV will clean buses after each inspection. This includes interior cleaning, exterior washing, engine, and chassis washing.
- Mechanics review all previous defect reports to determine areas requiring special attention (including body damage).
- Mechanics inspect all major systems (such as engine, A/C, windows, transmission, doors, chassis, seating and wheelchair lifts). Typical inspection checklists are available provided following this section.
- During preventive maintenance inspections, mechanics perform all lubrication and change of various fluids based upon mileage.



## Periodic Unit Removal and Replacement (Predictive Maintenance)

MV schedules preventive maintenance in a manner that minimizes road failures due to lifetime unit failure. When possible, MV will plan the replacement or rebuilding of a vehicle component based on a periodic schedule. The benefits of this approach include:

- Reduced unscheduled maintenance;
- Minimized downtime and reduced costs due to planned parts and material procurement;
- Reduced need to inspect and test "wear out" components; and
- Reduced overall cost of the overhaul

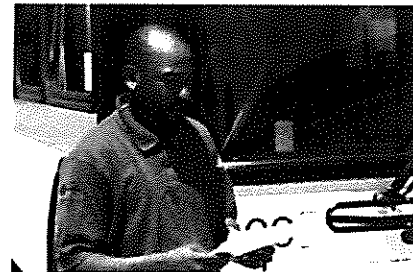
### iii. Inspections and Scheduled Maintenance Activities

#### Daily Maintenance and Vehicle Inspections

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##### Pre-trip

Each day, operators perform daily vehicle inspections prior to entering service. This amount of time for the inspection is dependent on the type of bus, and covers the following items:



- Condition of tires, wheels, rims, and lug nuts\*
- Fluid levels (engine and transmission oil, cooling, windshield washer, brake fluid, and power steering)
- Condition of battery terminals
- Under vehicle leaks\*
- All glass and mirrors are in good condition and without chips or cracks\*



- All lights are operational (headlights\*, clearance lights and reflectors\*, turn signals, backup lights and alarm, emergency flashers\*)
- Air conditioner and heating, and defroster/defogger is operational
- The vehicle is clean, cushions and seatbelts are secure\*
- Windshield wipers, washer, radio horn, passenger door are all operational\*
- Registration and insurance is valid and registration is visible
- Brake pedal\* and parking brake are operational (airbrakes operate within the minimum and maximum pressure thresholds)
- Steering wheel is secure, gearshift is tight\*
- On-board safety kit is stocked and complete (first aid, reflectors, fire extinguishers\*, accident packet\*, and body fluid kit\*)
- Lift is operating in both electronically and manually, and is free from leakage\*
- Lift interlock is operating properly\*

Note items marked with asterisks (\*) are re-inspected during walk-around mid-trip inspections, during shift changes.

### Post-trip

Upon return to the yard, the operator performs a post-trip inspection, which requires re-inspection of the following items:

- Condition of tires, wheels, rims, and lug nuts
- Under vehicle leaks
- All glass and mirrors are in good condition and without chips or cracks
- All lights are operational (headlights, clearance lights and reflectors, turn signals, backup lights and alarm, emergency flashers)
- Air conditioner and heating, and defroster/defogger is operational



- The vehicle is clean, cushions and seatbelts are secure
- Windshield wipers, washer, radio horn, passenger door are all operational
- Brakes pedal is operational
- Steering wheel is secure, gearshift is tight
- Fire extinguisher is fully charged
- accident packet, and body fluid kit are present and accessible
- Lift is operating in both electronically and manually, and is free from leakage
- Lift interlock is operating properly

### **Defect Repair**

If the operator detects a safety hazard that prevents the vehicle entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified or if the vehicle should be pulled from service.

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

If the mechanic must place the vehicle out of service, he or she will initiate the lock out tag out process and the dispatcher will assign a standby vehicle to the operator.

### **Preventive Maintenance Program**

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A strong preventive maintenance (PM) program minimizes vehicle downtime and supports MV's goal of scheduling more than 80 percent of all maintenance activities. The company's systemic approach to vehicle care places a focus on preemptive care, and seeks to minimize reactive repair.

Mid-level technicians typically perform preventive inspections and repair within 500 miles of the required interval (or pursuant





to contractual requirements). As inspections are due, MV's maintenance manager will schedule service during off-peak hours in an effort to maximize fleet availability during times of highest service demand. Sample schedules are provided below; custom schedules will be developed for specific fleet.

### Alternative Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake test</li> <li>▪ Door and lift operation/cycle</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables; fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	18,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections (semiannual)</li> <li>▪ Fire wire inspection</li> <li>▪ Blow out lines</li> <li>▪ Gas sensors test</li> </ul>
D	36,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ CNG Tank inspection*</li> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>



\* All technicians will be qualified and provided the necessary training to perform visual tank inspections.

### Diesel Fueled Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000 (safety)	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior inspections (lights, safety equipment, etc.)</li> <li>▪ Air brake testing</li> <li>▪ Door and lift operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Fire suppression system inspection</li> </ul>
B	6,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Oil and filter change</li> <li>▪ HVAC (Freon level, filter change, function test)</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ Fire suppression inspections</li> <li>▪ Inspection of fire wires and blow out lines (semiannual)</li> </ul>
D	48,000	All A, B, and C level tasks plus: <ul style="list-style-type: none"> <li>▪ Air dryer rebuild</li> <li>▪ Differential fluid change</li> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>



### Paratransit Vehicle Preventive Maintenance Cycle

Inspection	Interval	Description
A	3,000	<ul style="list-style-type: none"> <li>▪ Vehicle interior and exterior (lights, safety equipment, etc.)</li> <li>▪ Brake testing</li> <li>▪ Door and/or lift/ramp operation/cycling</li> <li>▪ Road test (engine, transmission, brake, steering)</li> <li>▪ Undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.)</li> <li>▪ Engine compartment (fluid and leak inspection)</li> <li>▪ Clean/check battery and cables</li> <li>▪ Steam clean/pressure-wash engine</li> <li>▪ Lubrication, oil and filter change (unless vehicle manufacturer recommends a different interval)</li> </ul>
B	12,000	All A level tasks plus: <ul style="list-style-type: none"> <li>▪ Fuel filter change</li> </ul>
C	24,000	All A and B level tasks plus: <ul style="list-style-type: none"> <li>▪ HVAC (leaks, filters, temperature checks, function inspections, brushes and fan motor condition)</li> </ul>

#### Documentation

The mechanic performing the preventive inspection and repairs has the hard copy of the vehicle file with him or her. The mechanic will document all preventive maintenance activities on the PM checklist. During this time, the mechanic performing the inspection will repair any minor defects noted previously identified during daily inspections (or otherwise logged in the vehicle file).

#### Systems Maintenance

MV maintains all mechanical, electrical, fluid, air and hydraulic systems such that they are safe and in working conditions at all times.



### Clean Air Standards

MV will perform annual emission/opacity inspections as required, to meet all applicable clean air standards and the requirements of California Air Resources Board (CARB) Voluntary Compliance Program for the CLIENT diesel bus/van fleet. This includes the maintenance and repair record for any CARB required reports. MV will also administer the Smog Check program for the County's Gasoline powered fleet and support vehicles (if any in future procurements). MV will obtain all associated permits and licenses and make sure all required charges and fees are paid.

### Heating and Cooling Systems

MV requires that its shops regulate passenger compartments to maintain comfortable temperatures at all times and under all climate conditions. During each PM inspection, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The mechanic inspects the condition of all brushes and fan motors and changes the filters.

It is extremely important to maintain and operate all air conditioning systems, especially during the off-season. Operating these systems on a weekly basis at 10-minute intervals confirms appropriately lubrication of the refrigerant compressor; this prevents any leakage in the compressor shaft seal and ensures early detection of any refrigerant loss.

MV will conduct seasonal HVAC inspections.

The table below represents MV's air conditioning PM cycle. A detailed inspection checklist is available upon request.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.



Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
.	.	.	Visually inspect for leaks of refrigerant and oil.
.	.	.	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	.	.	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		.	Check evaporator pressure regulator (EPR) valve operation.
		.	Replace liquid line dehydrator. <i>NOTE: The dehydrator should be changed anytime the system is opened.</i>
		.	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
.	.	.	Visually inspect clutch armature for wear and overheating caused by slippage
.	.	.	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
.	.	.	Check compressor oil level and color (1/4 – 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).

Statement of Qualifications to the County of Los Angeles  
 Department of Public Works for Fixed Route and  
 Dial-A-Ride Transit Services (2016-SQPA001)



Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
	.	.	Check clutch air gap .045 ± .005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
.	.	.	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		.	Steam clean compressor and clutch
		.	Check clutch coil resistance and voltage.
		.	Lubricate clutch bearing
		.	Check high pressure and low pressure cutout.
		.	Check compressor oil for acidity.
		.	Check compressor efficiency.
		.	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		.	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		.	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		.	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		.	Clean alternator, check for signs of corrosion, and check wire connections.

Statement of Qualifications to the County of Los Angeles  
 Department of Public Works for Fixed Route and  
 Dial-A-Ride Transit Services (2016-SQPA001)



Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
	Semi-annually		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	Semi-annually		Check condenser fan motor speed, voltage and amperes (all motors).
	Semi-annually		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
			Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.
			Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).
			Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.
			*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
			*Check freeze thermostat (when equipped).
<b>STRUCTURAL</b>			

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 Department of Public Works for Fixed Route and  
 Dial-A-Ride Transit Services (2016-SQPA001)



Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
•	•		Inspect condenser coil for cleanliness.
•	•		Inspect evaporator coil for cleanliness.
•	•	•	Visually inspect unit for loose, damaged, or broken parts.
•	•	•	Clean or replace return air filter (more frequently if necessary).
		•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
Semi-annually			Lubricate evaporator fanshaft bearings
		•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
		•	Clean condenser and evaporator coils.
		•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
		•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
		•	*Check condenser air seals and air deflector (when equipped).
		•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).

*\*If applicable. \*\*Twice monthly during air conditioning season.*





## Oil Analysis

Oil analysis is an excellent way to assess equipment condition, by detecting abnormalities before major issues arise. During the preventive maintenance inspection, the mechanic will pull an oil sample and send it Titan Labs for all analyses. Titan posts results of all analyses online within 24-hours of receipt.



Reports are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping. MV can also provide the County access to online oil sampling reports.

## Mobility Lifts and Ramps

To ensure the safety of passengers in mobility devices, MV performs frequent inspections of mobility device lifts and ramps, as follows:

**Daily Inspections:** During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

**PMI Inspections:** Mobility device lifts are inspected and cycled at each preventive maintenance inspection threshold. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

**Annual Inspections:** MV performs annual inspections of mobility device lifts. These inspections include, at a minimum, checking for drifting, leaking cylinders, and ensuring all safety sensors are working.

Mechanics receive online and on-site vendor training for lift inspections.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. If a lift fails while on route, the vehicle will immediately be removed from service and replaced.



## On-Board Security Systems

MV works with on board equipment manufacturers and their authorized repair shops for the ongoing maintenance of on-board security systems. In the normal course of business MV proposes the DriveCam system for the services; the company has maintained an excellent relationship with Lytx, with whom it works to repair and replace any malfunctioning units. MV stocks sufficient spare units to ensure working units on the County fleet.

## Smartbus and Transit Technology Maintenance

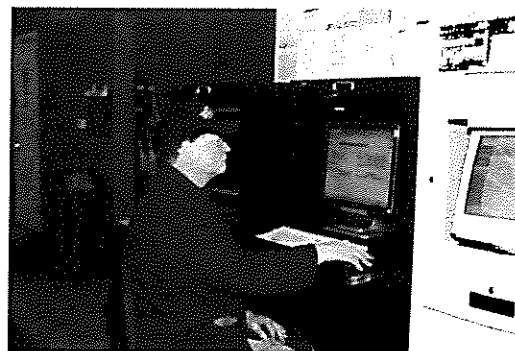
MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors. These devices' manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

### iv. Management Systems and OEM Recommendations

#### Maintenance Information Systems

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MV uses the Trapeze Equipment Asset Management (Trapeze EAM, or T-EAM) fleet maintenance software to track maintenance activities, work-orders, parts, and



inventory. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and inspection tools.



It is of utmost importance that a proven maintenance information system (MIS) is in place; these systems control labor and material costs and help facilitate policy and procedure. The T-EAM system can identify labor and material costs to specific job procedures and maintenance functions. Examples of the level of identification that can be tracked are:

- Oil change
- Tune-up
- Daily cleaning and servicing
- Oil usage
- Fuel usage
- Collision damage
- Inspection program
- Vehicle history reports
- Re-order reports
- Warranty tracking
- Inventory tracking

## **Purchasing and Inventory Control**

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In order to purchase parts at a fair market value and stay within budget, MV has established a number of national accounts with vehicle manufacturers and parts dealers. These accounts are negotiated on a volume discount price structure, which deliver the most efficient pricing to MV and its customers.

During the transition, MV will work with the County staff and the incumbent contractor to understand the history of any parts ordering issues. MV has an extensive network of parts suppliers, with whom the company will work closely when transitioning the maintenance functions. MV will also work with the incumbent contractor to determine the feasibility and interest in selling the entire existing parts inventory (or a portion thereof) as part of the transition.

When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts. All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Managers perform both random/spot and planned inventories to confirm all parts usage is accounted for and any discrepancies are investigated.

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best



practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

MV tracks all parts inventories and use in T-EAM. MV will establish minimum and maximum inventory thresholds; these levels are entered in the T-EAM system, which is used to run inventory reports to alert MV's personnel of parts needs.

## **Use of Manufacturer Maintenance Manuals and Recommendations**

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MV follows the recommendations of the original equipment manufacturers (OEM) and purchases OEM (or OEM accepted) parts. An essential part of this process is the use of manufacturer maintenance manuals. The company evaluates OEM carefully when developing the specific maintenance intervals and practices in the bus maintenance plan.

MV follows the manuals prepared by bus and component manufacturers, ensuring best in class maintenance practices, and following the specific guidance and instructions for trouble-shooting, removal, overhaul and repair and replacement of components. These manuals are available in MV's shop, and are appended as needed to include updates and service bulletins.

MV works with local vendors and manufacturers to provide equipment-specific training. Additionally, MV subscribes to manufacturers' dealer support web sites and uses web-based maintenance information and technical service bulletins that may be available on a specific chassis or application. These subscriptions include Ford Motor Company, AC Delco (General Motors Products), Cummins Quick Serve, Ricon, and Braun wheelchair lifts.

## **Warranty Repair**

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MV will administer warranties, including documenting, filing, and processing claims. Martin Camargo, proposed maintenance manager, will manage all warranty recovery and ensure that MV performs covered repairs in a timely fashion. MV



works with local dealerships for warranties associated with chassis work requiring OEM components. Additionally, a certified dealer for both Braun and Ricon, MV can perform all warranty repairs and access all technical data and updates for these lift units. This expedites repairs and ensures lifts are in superior working condition.

The company performs warranty repairs to vehicle body, doors, electrical, seating, flooring, etc. using the prescribed warranty procedure. The maintenance manager will submit claims for reimbursement upon completion of repair. MV tracks all warranty repairs in T-EAM.

v. **Overhauls and Repairs**

**Major Repairs**

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MV typically identifies one or more local vendors from which it purchases rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV either purchases rebuilt transmissions or works with local vendors to rebuild existing transmissions. MV's maintenance team handles all transmission removal and replacement/installation.

It is always best to replace the engine or transmission with new or rebuilt unit, so that a warranty is available replaced component.

**Body Repair**

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The cosmetic condition of MV's vehicles directly affects passenger confidence in the system. Well-maintained vehicles; clean, intact upholstery; interiors and exteriors free of graffiti; and clean windows, stanchions, and seats all contribute to the public's confidence in using public transportation.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride in the service fleet. MV does not tolerate body damage or graffiti and will not



release vehicles into service if they have excessive body damage or damage that presents a safety hazard.

During the preventive maintenance inspection or the next scheduled detailing (whichever comes first) MV's mechanics will perform all minor body repair, such as buffing out scratches, minor paint touch ups, etc. MV works with local body shops for major body repair work.

## vi. Road Calls

When a road call occurs, the operator will pull over to a safe location and contact dispatch. Using a troubleshooting guide, the dispatcher first attempts to talk the operator through correcting the issue. If the situation cannot be resolved, the dispatch will contact on-duty technician, then patch him or her through to the operator to assess the severity of the issue. The technician will determine the following:

- **If the operator can resolve the issue himself or herself:** In this case, the mechanic will remain on the radio and coach the operator as needed until the situation is resolved.
- **If the operator requires a replacement vehicle:** In this case, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route.
- **If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard:** In this case, the mechanic will drive the shop truck to the location of the vehicle, and repair it at the site of the road call.
- **If a tow/wrecker service is required:** In which case, the mechanic will work with the dispatcher, who will coordinate this process.

The dispatcher will log each road call and the assigned mechanic will complete a vehicle breakdown form, which is stored in the vehicle file. MV tracks all road calls in T-EAM and calculates miles between road failures in order to identify mechanical trends areas of needed improvement.



## vii. Maintenance Quality Assurance

MV's management team will oversee the service quality of its maintenance department, and will randomly inspect the vehicles after mechanics make repairs. These reviews assess the overall condition of equipment available for revenue service.

It is important that the result of the QA evaluations be presented to management in simple, clear, quantitative terms. This information can then be analyzed to determine trends, compliance with minimum quality levels, and the need to revise or institute maintenance procedures or job procedures.

Maintenance and safety inspections are performed at various times throughout the year, at intervals that ensure ongoing quality checks and safety assessments.

- **The Monthly Facility Audit (Monthly):** MV's general manager and designated staff are required to conduct facility audits each month to ensure compliance with MV standards.
- **The Semi-Annual Audit (Semi Annual):** Director of Maintenance Joel Ross will be responsible for scheduling and completing semiannual audits, using MV's maintenance audit form, with the general manager and maintenance manager present. A review of the audit will be conducted and an action plan developed (if needed) to correct deficiencies.
- **Safety Management Inspections (Annual):** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety, Hector Vargas
- **Maintenance Safety Inspection (Annual):** These inspections assure maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At





minimum, these inspections occur annually and are conducted by the vice president of maintenance. MV also welcomes County facility inspections.

### viii. Leadership and Approach

Martin Camargo, MV's proposed maintenance manager will oversee the fleet and facility maintenance and cleaning program. He will report directly to Stephen Allan, with accountability to both County and MV's corporate maintenance team.

Director of Maintenance Joel Ross will provide regional oversight to MV's Los Angeles maintenance operation, and will be on site often to meet with MV's team, provide additional support, and perform inspections and audits.

Mr. John Calame, senior vice president of fleet and facilities provides oversight and control of the company's maintenance program. Mr. Calame is an industry leader with more than three decades of transit fleet expertise. He is an excellent resource to MV's customers and personally oversaw the development of MV's maintenance policies and procedures.

### Cost Controls and Information Systems

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According to the National Transit Database's 2012 National Transit Summaries and Trends, transit vehicle maintenance costs compose nearly 20 percent of all operating expenses<sup>2</sup>. MV works to control maintenance costs by:

- Maximizing fleet availability by minimizing unscheduled maintenance, such as road calls, pre-trip inspection failures, and other urgent repairs;
- Monitoring trends across the company's fleets nation-wide, in order to proactively schedule and address known issues
- Stock parts level based on historical usage and inspection intervals

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<sup>2</sup> National Transit Summaries and Trends (NTST), a portion of the Federal Transit Administration's (FTA) Annual Report, Office of Budget and Policy – October 2013





- Track mechanic productivity and labor costs based on activity type
- Identifying maintenance activities that can be outsourced to local, more cost effective vendors; and
- Staying abreast of service bulletins and enforcing warranties on all fleet and equipment.

MV uses the Trapeze Enterprise Asset Management (T-EAM) to support fleet maintenance, management, and repair. T-EAM provides a sophisticated solution to manage all maintenance activities while tracking labor, parts, and materials costs.

MV's maintenance team uses this system to track all fleet mileage, schedule all inspections, issues parts usage, track labor costs, manage inventory, and generate repair lists.

Designed by fleet managers, for fleet managers, this system provides an intuitive, user-friendly interface that supports efficiency and cost control in forecasting and budgeting. T-EAM is a single-point interface for all fleet, equipment, and parts management; warranty recovery and repair; labor management; and reporting.

## Regulatory Compliance

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More than 95 percent of MV's contracts are with transit systems funded by federal dollars, and require that MV comply with regulatory standards set forth by agencies such as the FTA, DOT, EPA, OSHA, NTSB, among many other state and local authorities. MV is subject to audits, inspections, records reviews, and reporting as part of its operations.

### f. Transit Security Plan

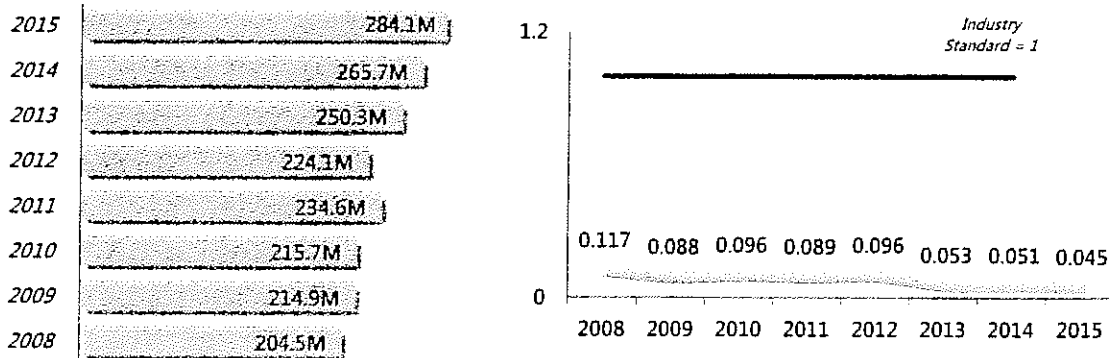
In 2015, MV operated a total of 284,092,592 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just 0.045 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven

MV Accident Frequency



MV TRANSPORTATION, INC.



## Safety Program

### Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop motivational awards and company events that appeal to the local team. Some examples of successful programs include:

- **No Drive-Cam 30 day contest:** All drivers participate in this monthly pool. A driver without a DriveCam incident within the 30 days, qualify to participate in a raffle to receive a gift certificate for dinner, movie tickets, and Target or Wal-Mart gift cards. The recipients are also recognized during monthly safety meetings and their name is displayed on the company's service excellence announcement board.
- **Safety Challenges:** Employees that complete 30 days without a work related injury are eligible to win prizes including color TV's and iPads.

In addition, each MV location participates in MV's company-wide programs:

- **Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive an annual bonus on the anniversary of their hire date.



- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

### Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



### Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety,



bloodborne pathogens, and heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
January	LLLC/Defensive Driving	Slips/Falls	Facility Inspection / Complete OSHA Log 2013	Emergency Action Plan
February	LLLC/Intersections & Pedestrians	Bloodborne Pathogen (driver edition)	Facility Inspection / Post 2013 OSHA 300A	Machine Guarding
March	LLLC/Right Turns & Pedestrians	HazCom	Facility Inspection	LO/TO (Lock Out/Tag Out)
April	LLLC/Left Turns & Pedestrians	Emergency Vehicle Evacuation Action Plan	Facility Inspection	Electrical
May	LLLC/Following Distance	Heat Stress	Facility Inspection / Remove OSHA 300A	Bloodborne Pathogen
June	LLLC/Fixed Objects	Back Safety Using Wheelchair Securement	Facility Inspection / National Safety	Heat Safety
July	LLLC/Securement	Ergonomics	Facility Inspection	Fire Safety/Fire Extinguisher Training



2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task	Maintenance Safety Topic
August	LLLC/Customer Service	Fatigue Management / Wellness	Facility Inspection	PPE (Personal Protective Equipment)
September	LLLC/Pedestrians & Cyclists	Injury and Illness Prevention	Facility Inspection/Review and Update Facility Emergency Action Plan (Safety Policy #21)	IIPP (Injury Illness Prevention Program)
October	LLLC/Distracted Driving	Fire Safety/Fire Extinguisher Training	Facility Inspection	HazCom
November	LLLC/Adverse Conditions/Pedestrians	Emergency Action Plan/Fire Drill	Facility Inspection	Housekeeping
December	LLLC/Defensive Driving & Recap	11 Month Review	Facility Inspection	Slips/Falls

## Certifications and Employee Development

### LLLC Certification

MV's defensive driving program, known as the Triple L-C teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

### Behind the Wheel Certification

MV knows that operation safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the



company requires that all BTW trainers are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80% to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80% to progress to the next step
- BTW Ride Along Evaluation

## **On Board Monitoring Systems**

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In the normal course of business MV proposes the use of the following on board monitoring systems. Should MV qualify, the company would be interested in supplying this technology to the County with the release of future IFBs.

### **DriveCam**

MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy, and provides MV's management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously



records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for a 90-day period. Afterwards, all events are archived to in-house servers for historical data retention

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Andrew Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

### **Mobileye® Collision Avoidance System**

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning<sup>3</sup> when the following events occur:

- The vehicle operator departs from the lane

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<sup>3</sup> Additional option for haptic warning (shaking seat) is available



- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the driver's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.



## Safety Policy and Procedures

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### Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 41 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep

### Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in





termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18 month period, or receipt of three (3) separate safety point assessments within a rolling 12 month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. Drive Cam incidents will be assessed points based on level of severity; all others are assessed as follows:

1 Point	Unsafe maneuver(s) or act Failure to cycle wheelchair lift Failure to do a proper vehicle inspection (DVI)
2 Points	Improper following distance Conviction of a minor traffic violation Backing incident Minor preventable incident
3 Points	Any use of a cell phone or non company-issued electronic device while operating a vehicle
4 Points	Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000
6 Points	Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Conviction of a major traffic violation *

### Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

- System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).



- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- **Additional Health and Safety Plans include:**
  - Fire Prevention Plan
  - Hearing Conservation Program
  - Hazardous Communication Plan
  - Illness Prevention Plan
  - Heat Illness Prevention Plan
  - Lockout Tagout Control of Hazardous Energy Program



## g. Training

### Operator Training Program

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In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective, cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.



This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

### Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours paratransit / 23.50 hours fixed route
Pre-Driving Skills:	4.50 hours paratransit / 5.50 hours fixed route



Observation:	22.00 hours paratransit / 34.00 hours fixed route
Behind the Wheel:	21.00 hours paratransit / 31.50 hours fixed route
Cadetting:	16.00 hours paratransit / 16.00 hours fixed route
<b>Total:</b>	<b>83.75 hours paratransit / 110.50 hours fixed route</b>

### *Classroom Training*

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



**Interactive Employee Panel Training Discussion**

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are available upon request.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### *Pre-Driving Skills*

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

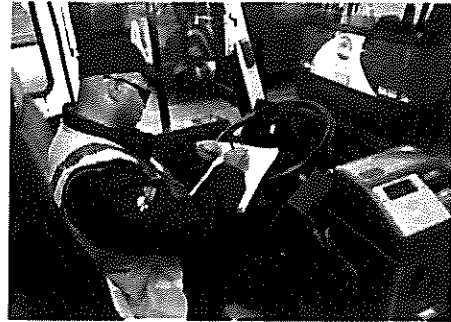


### *Observation*

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

### *Behind the Wheel (BTW) Training*

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.



Additionally, during BTW training, students will visit major trip generators, such as adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

### *Cadet Training*

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators, transit centers, and park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### *Post-Training Testing and Remedial Training*

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.



## Training Highlights

### *Defensive Driving - LLLC*

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-remember defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### *Sensitivity and Passenger Assistance*

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the



operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### *Customer Service*

MV's proprietary four-hour customer service training program, "Customer Driven Service" was recently developed and deployed by MV's learning and development team, and is described in detail in the following section.

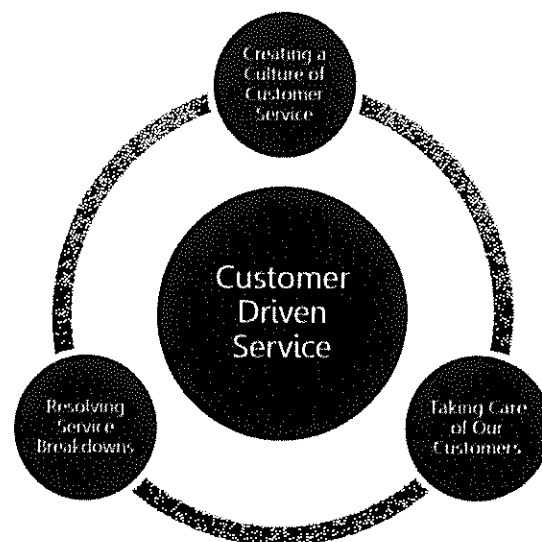
### **Customer Driven Service**

Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, **Customer Driven Service** is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.

- **Creating a Culture of Customer Service:** This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.
- **Taking Care of Our Customers:** This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and





security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.

- **Resolving Service Breakdowns:** The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

Director of Learning and Development Leslie Gorman has enterprise responsibility for MV University, the company's overarching blended learning program that includes online foundational courses, competency-based employee training and leadership development. Leslie has 15+ years of field operations and executive learning & development experience including owning a multi-million dollar field operations company, built a corporate university and created the L&D functions at two international corporations. Leslie earned her Bachelors in Psychology & Business at St. Mary's University and Masters in Social Treatment and Administration at the University of Houston.

## Reservationist/Dispatch Training

MV's training program for reservationists, dispatchers, and schedulers is built on sensitivity and customer care – critical components of any transportation service, especially those that serve persons with disabilities. As this team serves as the public interface for the County's operation, it is imperative that its members are knowledgeable regarding the service, are skilled in customer service techniques, and are well versed in ADA requirements. To this end, MV provides this team with training in these areas.

**Service Overview:** Training begins with an introduction to MV and the service, followed by an overview of paratransit service and ADA regulations. This includes a discussion of employee expectations, service hours, important phone numbers, and topics specific to assisting persons with disabilities.





**Customer Driven Service:** MV's proprietary four-hour customer service training program was recently developed and deployed by MV's learning and development team, and is described in detail above.

**Ride-Along:** To familiarize themselves with the service, passengers, and the nuances of on-road operations, reservationists, schedulers, and dispatchers will participate in a ride-along with a vehicle operator.

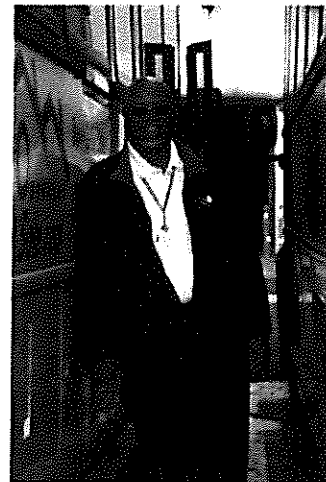
**Observation and Supervised Job Performance:** Reservationists, schedulers, and dispatchers shadow a senior agent while on the job. During this mentorship training, these team members observe his/her position's duties in action. After the observation period, reservationists, schedulers, and dispatchers perform their job duties while under supervision.

## Road Supervisor Training

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In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six (6) courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- **Observation Techniques:** This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- **At-Risk Driver Behaviors:** Trainees learn to identify and correct behaviors that put drivers at risk for accidents.
- **Teaching Triple L-C in the Field:** Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- **Communication Essentials:** Trainees learn effective communication methods and develop skills to improve driver outcomes through increased positive communication.
- **Coaching the Professional Driver:** This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching,





training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.

- **Accident Investigation & Follow-Up Procedures:** Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## Maintenance Training

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Candidates hired to MV's shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and County policies, procedures, and requirements is provided by the maintenance manager.

### Mechanic Training

Training for mechanics spans a work week, which includes the general maintenance training described above, basic mechanic training, and vendor training courses. Mechanics are additionally encouraged to participate in ASE certification training.

#### *Training Modules*

Mechanics are required to complete the following modules:

- **Orientation:** Mechanics will complete an orientation of the shop, equipment, tools, software, and company policies and procedures.
- **Basic Training:** Upon completion of initial orientation, MV also provides basic training in the following areas:
  - Basic repair skills/preventive maintenance
  - Basic electrical training
  - Air systems and brakes
  - Alternative fuel safety and inspection
  - Vehicle electrical systems and multiplex
  - Suspension and steering
  - Engine service, tune up, and troubleshooting



- Transmission diagnostics and service
- Bus air conditioning and heating
- **Safety Training:** Safety training includes the use of personal protective equipment, lock out/tag out procedures, basic shop safety, the emergency action plan, hazardous communication, and vehicle lift equipment training.
- **Environmental Compliance:** This module covers storm water pollution prevention, waste oil fluids storage and disposal, waste oil fluids storage and disposal, hazardous materials management plan, facility floor drain maintenance, above ground storage tanks, underground storage tanks, and body repair environmental compliance.
- **Facility Maintenance:** This module covers facility cleaning, shop equipment maintenance, facility audits, and creating an enviable workplace.

#### *CNG Training (If necessary)*

It is imperative that mechanics are properly trained in the proper procedures for CNG fueled vehicles. These personnel must complete 12 hours of CNG training, which provides an overview of the CNG system, safety awareness, fueling stations, and tank inspections.

#### *Ford Motor Company Training (If necessary)*

In support of providing the most qualified and skilled technicians to its clients, MV offers exclusive access to all Ford Factory training through the Service Technician Specialty Training (STST) program.



This program encompasses dozens of courses across ten specialties (electrical, engine performance, engine repair, diesel engine performance, diesel engine repair, steering and suspension, manual transmission and drive train, automatic transmission, climate control, and brakes.) This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. New model training provides an overview of required maintenance, diagnostics and systems in new vehicles – in time for the arrival of new vehicles.

This training ensures comprehensive and progressive training based on experience, skill, and previous education/training. It addresses vehicle systems evaluations, repair practices and procedures. Under this partnership with Ford, unlimited online and classroom training is available.



### ***Factory and Manufacturer Training***

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Carrier, Goodyear, Supreme, and Bluebird) for training.

### ***ASE Certification Program***

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. An employee that attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



### **Foreman Training**

Shop foremen must have already completed the basic training and ASE training described above. This position is further required to complete an additional 19 hours of training in finance and budgeting, parts allocation, warranty recovery, and in labor relations, collective bargaining agreements, and grievance procedures. Foremen also learn how accurate reporting is directly tied to compliance with contractual and regulatory requirements, and how to proactively manage and resolve issues while meeting performance goals.

### **Parts Personnel Training**

Parts personnel must complete the orientation, safety training, environmental compliance, and facility maintenance training modules described under mechanic training modules.

Parts personnel are also required to complete a thorough orientation of all areas of the service vehicle to ensure their familiarity with power trains, electrical systems, HVAC, steering and suspension, as well as to assist with effective parts ordering. They are trained in parts sourcing, inventory control, and warranty recovery. This training



## h. Recruitment and Replacement

Please refer to section *a.3 Hiring/ Screening and Selection* for MV's recruitment and hiring practices.

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

## i. Uniforms and Identification Badges

MV will work with the County to establish a formal uniform policy by which all operators must abide. MV will seek the County's input on uniform design and color scheme in order to improve the visibility and recognition of the operator team.

All vehicle operators are required to wear a uniform provided by MV. Uniforms will include shirt/blouse or collared polo shirt, and slacks, skirt, or Bermuda shorts. Uniforms are kept clean and neat at all times. While on duty, operators wear nametags with their names and badge numbers clearly visible at all times. All of these items are collected from any operators being separated from MV.

## j. Communications

### Dispatch and On Road Communication

As operators report for work, the dispatcher will update the Operator Sign-On Log and hand the operator their vehicle assignment or run sheets. The operator will



complete his/her pre-trip inspection on the vehicle and will radio the dispatcher when leaving the yard. The dispatcher will record the time the operator leaves the yard on the Pull Out Log.

Operators must complete the run sheet, indicating the arrival and departure time of each stop. Before leaving the last stop to return to base, operators must contact dispatch and walk through their bus, making sure the vehicle is clean and that no lost items are on the vehicle and that all passengers have exited the bus.

MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

At the end of the service day and/or upon completion of the route, operators will return to the yard and radio the dispatcher upon arrival at the yard so the dispatcher can record this time. Operators will complete the post-trip inspection, tidy up the vehicle, and return their keys and completed run sheet to the dispatcher. The dispatcher will check each operator out on the service log and review the Operator Log.

## **Effective radio Communications with Dispatch**

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All operators are trained in and required to follow the following radio communication procedures. Operators are expected to:

- Ensure the radio is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only MV-provided radio, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the radio at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Always keep the microphone in the mic holder. This will prevent open mic situations.
- Avoid operating the radio while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.



- Monitor radio transmissions to make sure that the radio is open before attempting to transmit (watch the 'busy light'). This will keep the operator from interfering with other transmissions.
- Depending upon County policy, use either the route number or bus number when calling dispatch.
- Hold the microphone approximately two inches from the mouth when transmitting and hold down the microphone button for two seconds before beginning to speak. This will prevent the beginning of the transmission from being cut off.
- Plan messages in advance so that they are short and concise.
- If a transmission has not been heard for more than five minutes, conduct a radio test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the radio to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.
- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use County or MV provided codes whenever possible to expedite and clarify radio communications.

## **Communication with the County**

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If the County is interested, MV is willing to meet with the County to discuss upcoming IFBs. Upon award of any future work MV will meet with the County on a monthly basis to review service quality and performance standards, and make recommendations about service delivery improvements

### **k. Emergency and Contingency Planning**

MV's supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and road calls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.



A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Daily assignment of standby operators
- Assignment of pre-tripped, standby vehicles the operating facility
- Support vehicles dedicated to operator relief

## **Standby Operators**

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Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, road call, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

## **Backup Vehicles**

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Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or road call.

### **I. Transition Plan**

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth service transition. Using an extensive network of experienced support personnel, MV focuses on organization, efficiency, and quality service while delivering the right leadership and necessary resources, without bureaucracy and micromanagement from corporate headquarters. As a result, MV is able to transition service quickly and without service disruption.

## **Reputation for Excellence**

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MV has a reputation for transparency and building positive client relationships beginning from the startup period. No other firm possesses the experience in service transitions comparable to that of MV; MV has managed transitions for nearly every type of contracting model, including:

- Overnight transitions of emergency contracts





- Transitions with accelerated timelines
- Initiation of new services
- Phased-in transitions
- Transitions from client-managed services
- Transition-only contracts to prepare service to be taken in-house
- Transitioning management contracts to turnkey contracts
- Transitioning turnkey contracts to management contracts
- Contracts specifically for transition services
- Transitions resulting from bankruptcy of the incumbent contractor

## Implementation Methodology

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Effective communication and relentless attention to detail drive MV's transition approach.

MV's transition leadership team will hold biweekly meetings with the County. Discussion topics for these meetings include the progress of the transition, task list changes and updates, potential challenges, and a look ahead to the next two weeks. In addition, MV's implementation team meets daily each morning to review the transition plan, outstanding tasks, current issues, and current task lists.

### Transition Planning

MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. A draft startup schedule for a transition that demonstrate the tasks required during the transition can be provided upon release of the IFB. MV's transition team updates this document throughout the transition period; however no item on the schedule is marked "complete" without confirmation from the startup manager.

### Management Approach

Senior Vice President Fadi Chakbazof will oversee all startup activities and serve as MV's full-time transition manager for projects within the County. He will work closely with Stephen Allan, the local management team, and MV's support team to direct all elements of the transition. MV's transition team that will be assigned for any County project is comprised of the following team leaders:



<b>Transition Duties</b>	<b>Responsible Team Member</b>
<b>Team Oversight</b>	Fadi Chakbazof, Senior Vice President & Transition Manager
<b>Client Liaison &amp; Contract Compliance</b>	Fadi Chakbazof, Senior Vice President & Transition Manager Stephen Allan, General Manager
<b>Scheduling &amp; Operator Assignments</b>	Stephen Allan, General Manager
<b>Operator Training &amp; Recruiting</b>	Lina Parten, Safety & Training Manager
<b>Security / Emergency Planning &amp; Assessments</b>	Lina Parten, Safety & Training Manager Hector Vargas, Director of Safety
<b>Human Resources</b>	Cristina Pereira, Director of Human Resources
<b>Passenger Relations</b>	Stephen Allan, General Manager
<b>Service Quality &amp; Contract Liaison</b>	Fadi Chakbazof, Senior Vice President & Transition Manager Stephen Allan, General Manager
<b>Maintenance, Fleet, Equipment &amp; Facilities</b>	Joel Ross, Director of Maintenance Martin Camargo, Maintenance Manager
<b>Personnel &amp; Training</b>	Lina Parten, Safety & Training Manager
<b>Budgeting &amp; Finance</b>	JoAnne Harrison, Director of Accounting Stephen Allan, General Manager

## Working with the Community

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV will establish a Paratransit/Passenger Transition Committee. This committee comprises passengers, County staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.

Stephen Allan, will facilitate this committee, and establish clear, open, and honest communication about how the transition is progressing.

## Personnel Plan

### Retaining the Existing Team

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current



employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive County approval. MV will retain these individuals at their current position and seniority.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

### **Outreach**

To ensure it keeps the existing workforce engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

MV will schedule meetings during off-peak service hours, where a representative will explain the transition process. Additional MV staff will be available at these meetings to assist existing personnel with the application process.

MV will also establish a toll free number for employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.

MV recognizes that a few employees may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

### **Vehicle Operator Evaluation and Training**

In addition to pre-employment screening, MV conducts on-road evaluations of all existing operators, and provides each with orientation, customer service, and refresher training. This training is essentially an abridged version of MV's operator training program. The transition team will schedule classes during weekends and nights to accommodate work schedules; during the day vehicle operators newly hired into the system will attend MV's full operator training program.



To minimize the impact that the transition has on the current workforce, MV will request to conduct operator evaluations in-service. If the incumbent contractor



will not accommodate this request, MV will schedule evaluations during off-duty hours.

MV will also request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. If the incumbent contractor will not accommodate this request, MV will advise employees to obtain copies of their training files directly.

## **Equipment and Facilities**

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### **Fleet Transition**

MV has extensive experience in fleet transitions and understands the provisions of this process. MV will schedule fleet acceptance inspections with the County and the outgoing service operator. These inspections will occur prior to transitioning the fleet, with ample time to complete any necessary corrective maintenance.

Joel Ross, director of maintenance, will manage the fleet inspection and transition. He will facilitate MV's communication with the County and the outgoing operator regarding the fleet condition, serving as MV's maintenance representative to the County.

A sample copy of MV's Vehicle Acceptance Agreement Standards is available upon request.

### **Parts Inventory**

Upon award of contract, MV will initiate the parts ordering process. MV will also work with County staff and the incumbent contractor to understand the history of issues regarding parts ordering.

MV will work with the incumbent contractor to determine the feasibility and interest in selling the entire existing parts inventory (or a portion thereof) as part of the transition.

MV has an extensive network of parts suppliers, with whom the company will work closely when transitioning the maintenance functions. Many of these suppliers are current suppliers for the incumbent service provider, further promoting a smooth transition.

### **Facilities Transition**

MV's team will be on site at its proposed facility location on the new contract begins, and the company's preference is to have access to the facility as soon as



possible. This will improve MV's ability to set up and organize the location efficiently.

The night before the new contract start, MV will have completed dry runs of where and how operations, administrative, and maintenance staff will begin the first day of service under MV. The majority of non-management personnel will have hopefully transitioned to MV over the transition period, providing for an experienced team on day one. All new employees will be trained and ready for service. The majority of the transition team will be on duty the night before service startup to be sure everything is in place for the start of service.

As employees arrive at the facility at the end of their last shift working for the incumbent contractor, additional MV personnel will be on site at its location to answer any questions about the next day. This team will provide all shift and relevant operational information to the employees.

All required computer/network, phone, and internet services per each IFB will be functioning and ready for use. Members of MV's IT team will handle all telephone assignments and assist in any last minute IT issues. MV staff will be available to immediately answer any questions and respond to any concerns.



# MANAGEMENT TEAM RESUMES

# Stephen Allan

## General Manager

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### Experience

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#### General Manager, MV Transportation, Inc. (Paramount, CA)

*2008 to Present*

- Oversee multiple transportation contracts in Paramount and satellite locations
- Mentor staff at MV's Irvine location and monitor staff performance
- Manage MV's union relationship with Teamsters Local 952
- Address union grievances
- Work closely with maintenance manager to ensure vehicles are maintained to client standards
- Work with operations staff to ensure all safety standards are met
- Serve as member of MV's Location Safety Committee
- Communicate with clients on a regular basis
- Attend weekly meetings with client staff
- Successfully negotiated the company's current Collective Bargaining Agreement with the Teamsters Local 952
- Oversaw successful startup of additional service

#### General Manager, Super Shuttle (Orange County, CA)

*1998 to 2007*

- Managed operation for airport shuttle service and Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions, including payroll, AP/AR and subcontractor billing
- Addressed human resources issues
- Mentored staff and assisted every department with daily operations
- Oversaw budget and revenue to assure all expenses were consistent with plan. Ensured revenue goal was met or exceeded.

#### President / Franchise Owner, Super Shuttle (Orange County, CA)

*1994 to 1998*

- Oversaw the daily operation of 100-vehicle service which included airport vans and contract buses with revenue in excess of \$13 million
- Directed and oversaw all facets of the operation, including accounting, maintenance, and administrative functions
- Managed a staff of 300, including drivers, reservationists, dispatchers, mechanics, and administrative staff

#### General Manager, Super Shuttle (Los Angeles, CA)

# Stephen Allan

## General Manager

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*1991 to 1994*

- Managed daily operation of a 240-vehicle fleet which provided shuttle services to the Los Angeles International Airport, Orange County Airport, Burbank Airport and Ontario, CA Airport
- Oversaw all operations, maintenance, sales and administrative functions
- Managed a team of more than 600 drivers and 100 reservationists and dispatchers

**Accountant / Payroll, Super Shuttle International (Los Angeles, CA)**

*1986 to 1991*

- Managed in-house payroll for all Super Shuttle cities, including weekly payroll, time card management, cashiering, W-2s and payroll taxes
- Managed payroll department staff
- Assisted controller with budgets, Monthly P&L, cost analysis and year-end audits

**Accountant, 24-Hour Airport Express (La Habra, CA)**

*1986 to 1991*

**Accountant / Driver, 24-Hour Airport Express (La Habra, CA)**

*1982 to 1984*

### Education and Training

**Cal State University Fullerton**

- Bachelor of Arts – Business Administration

### Professional Affiliations & Awards

**Orange County Tourism Council**

*1997 to 2008*

- Board of Directors

**Super Shuttle International Inc.**

*1998 to 2003*

- Board of Directors



# Martin Camargo

## Maintenance Manager

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### Experience

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#### Maintenance Manager, MV Transportation, Inc. (Paramount, CA)

*August 2001 to Present*

- Manage facility and 57 vehicle fleet 12 of which use CNG and 24 propane fuel
- Oversee eight (8) maintenance staff members working two (2) shifts
- Monitor quality assurance of all shop employee work, including 10% re-rack program
- Diagnose engine and drivability issues
- Manage labor scheduling and planning in shop, improved mechanic productivity, and efficiency
- Ensure proper maintenance and care of on board technology including MDTs, DriveCam, radio systems, and security camera systems
- Administer Trapeze EAM maintenance management software program to maintain true costing and accurate records
- Maintain preventive maintenance program at 100% PMI on-time performance
- Instill safety culture throughout shop
- Ensure proper vehicle maintenance files
- Analyze repair and road failure data to solve root cause
- Coordinate on site vendor training and promotes ASE training program for all technicians
- Coordinate with operations to ensure proper quantity of vehicles for pull out each day
- Supervise cleaning of fleet to exceed expectations of contract
- Successfully passed all administered local, State, and Federal inspections

#### Maintenance Manager, R & D Transportation (Los Angeles, CA)

*1999 to August 2001*

- Oversaw all aspects of maintenance
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory

#### Lead Mechanic, Laidlaw Transit Services (Paramount, CA)

*1995 to 1999*

- Performed the most difficult repair tasks
- Served as a shift leader when required

#### Mechanic, Laidlaw Transit Services (Los Angeles, CA)

*1990 to 1995*

# Martin Camargo

## Maintenance Manager

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- Performed all repairs as needed

### Certifications

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- ASE Certification
- Training and Examination Required by SCAQMD for Refrigerant Training in CFC-12 for Refrigerant Recycling and Service Procedures
- Training in R-12 for Refrigerant Recycling and Service Procedures
- Completed Trans/Air Factory Maintenance and Service Course
- Completed Cummins Engine Workshop
- Completed InSite 5-3 Diagnostics Requirements
- Certificate for Completion of Caterpillar Engine Training
- Certificate of Achievement for Fleet Electrical System
- Certificate of Completion of Life Training Seminar for Braun Mobility Products
- Certificate of Completion of Operation and Maintenance of Braun Wheelchair Lifts
- Certificate of Completion of Training of Mirage F9A, F9B Eclips Wheelchair Lifts
- Certificate of Completion of Training of S-Series Wheelchair Lifts
- Certificate of Completion of Step-Life Service Seminar
- Certification of Qualified D.O.T. Brake Inspector
- Certified in the Operation and Maintenance of Amerex Vehicle Fire Suppression Systems
- Certified in the Operation, Maintenance, and Repair of Amerex Modular Vehicle Fire Suppression
- Certificate of Achievement of the Truflex/PANG Tire Repair Seminar
- Certificate of Completion of Wheel End - Installation
- Certificate of Completion of Commercial Bus Maintenance Workshop

# Lina Parten

## Project Manager/Safety Training Manager

### Experience

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#### Safety Training Manager, MV Transportation, Inc. (Paramount, CA)

*2009 to Present*

- Oversee all safety and training practices and functions for nine (9) contracts with 81 vehicles and 128 employees
- Serve as project manager of contracts based in Paramount and satellite locations
- Serve as safety official and liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted in accordance with FTA and DOT regulations
- Complete all DriveCam review and counseling

#### Operations Manager, MV Transportation, Inc. (Paramount, CA)

*2007 to 2009*

- Oversaw seven (7) buses for daily operation of the DowneyLINK service
- Managed daily operation of the Lynwood service, which included a fleet of four cutaways and one trolley
- Completed NTD reporting for DowneyLINK, Lynwood, Norwalk, and Compton services

#### Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA)

*2006 to 2009*

- Supported 118 operators and 80 service vehicles for nine (9) contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

#### Vehicle Operator, MV Transportation, Inc. (Paramount, CA)

*2004 to 2006*

- Transported passengers for Cerritos on Wheels fixed route service

#### Teaching Assistant, Bellflower Unified School District (Bellflower, CA)

*2000 to 2004*

# Lina Parten

## Project Manager/Safety and Training Manager

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- Prepared curriculum and supporting materials
- Administered lessons and served as substitute teacher
- Conducted evaluation and follow-up as needed for students

### Education, Training and Certifications

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#### University of the Pacific Eberhardt School of Business (Stockton, CA)

- Transit Paratransit Management Certificate

#### Cerritos College, Cerritos, CA

- Associate of Arts Degree in HR, Business

#### Certifications and Additional Training

- 2008 – California DMV Employer Testing Examiner Certified
- 2008 – TSI/FTA Bus Collision Prevention & Investigation
- 2007 – Norwalk Adult School – Advanced Excel
- 2006 – TSI/FTA Certified Instructor
- 2006 – TSI/FTA Reasonable Suspicion
- Certification of Completion of the Transit Paratransit Management Program

# REGIONAL TEAM RESUMES

# Fadi Chakbazof

## Regional Vice President of Operations

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### Experience

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#### **Regional Vice President, MV Transportation**

*June 2013 to Present*

- Ensure operations meet or exceed client expectations regarding quality, efficiency, and productivity
- Serve as customer liaison, ensuring all client communications are accurate, timely, and meet client needs
- Provide direction and assistance to general/contract managers regarding service performance, labor relations, and personnel matters
- Ensure services are provided according to all contractual and company policies
- Negotiate labor contracts and assist management working within a union environment
- Accountable for the efficiency of personnel, communications, and morale
- Create and administer budget, manage staffing levels

#### **Region Operations Manager, First Student (Southwest Region)**

*May 2009 to June 2013*

- Responsible for Inland CA, AZ, NM, CO
- Oversaw the operations of 25 contracts in 16 locations in four states operated by 2,000 employees
- As regional vice president, was responsible for more than 60 contracts in 22 locations operated by more than 4,800 employees

#### **Region Finance Director, First Student (Southern Pacific Region)**

*November 2007 to March 2008*

- Oversaw all financial operations in the region
- Worked closely with the Regional Vice President on all strategic plans and operational decisions

#### **Area General Manager, Laidlaw Education Services (City of Industry, CA)**

*June 2006 to November 2007*

- Oversaw all aspects of operations in two states
- Supervised 14 direct reports and approximately ,000 indirect employees
- Assisted in labor negotiations
- Improved operational and financial efficiency
- Improved key performance indicators

#### **Lead Area Controller, Laidlaw Education Services (Riverside, CA)**

*May 2005 to July 2006*

- Oversaw all accounting and finance functions
- Worked on implementation of Six Sigma programs and had Six Sigma Champion Training
- Analyzed capital expenditures for financial sensibility
- Formulated \$160 million annual budget and quarterly forecast

# Fadi Chakbazof

## Regional Vice President of Operations

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### **Area Controller, Laidlaw Transit (Riverside, CA)**

*January 2002 to April 2005*

- Oversaw all accounting and finance functions for \$80M revenue
- Participated in developing the area's growth and long-term operational and finance strategies
- Developed pricing for new customers and analyzed operational efficiencies
- Analyzed new business opportunities and potential new acquisitions
- Performed monthly and quarterly variance analysis and presented explanations to upper management

### **Education and Training**

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#### **Western State University College of Law (Fullerton, CA)**

- College of Law
- Juris Doctor (JD) Degree

#### **University of Southern California (Los Angeles, CA)**

- Bachelor Degree
- Business Administration

# Joel Ross

## Maintenance Manager

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### Summary of Qualifications

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#### Qualification

- Seasoned and versatile professional with 25+ years of experience
- Contributes to the effective operation and success of diverse organizations through outstanding management and consulting expertise
- Tenacious and strategic manager with proven ability to direct and evaluate fleet operations including: purchasing, financial analysis, quality and safety control, and customer service, as well as reduce operational inefficiencies
- Articulate and collaborative communicator and leader with talent for establishing trusting, long-term relationships with customers, colleagues, and training/mentoring staff

### Experience

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#### Special Projects Manager- MV Transportation, Inc. Southern California 2014 to present

- Provide maintenance support to various divisions throughout Southern California region.
- Assumed role as Maintenance Manager for divisions that were in need of a manager.
- Complete assigned special projects in the Southern California region.

#### Maintenance Manager - WMATA, MV Transportation, Inc. (Capitol Heights, MA) 2009 to 2014

- Provides fleet management and paratransit service to Maryland and Washington DC
- Expanded operations from 135 vehicles to projected 215 vehicles
- Maximized operational efficiency and quality control
- Successfully integrated new programs and policies to enhance the profitability of the company - creating new and energized vision and culture within the maintenance department
- Standardized maintenance policies and procedures
- Successfully passed independent third party maintenance audits, demonstrating that maintenance practices are being performed properly and timely

#### Regional Maintenance Manager, First Student Transportation, Inc. (Industry, CA) 2007 to 2009

- Managed fleet operations and logistics for 24 operating locations within southern California area for transportation company in United States that transports 3+ million school children daily
- Analyzed and evaluated operations and budgets for all locations and integrated company's policies and procedures into newly acquired Laidlaw Transportation locations
- Engineered merging of two companies while maintaining 98% on-time rate and 100% complaint preventive maintenance inspection schedule



# Joel Ross

## Maintenance Manager

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- Optimized company's tracking capabilities by implementing new fleet analysis reporting system WFA within region including KPI performance metrics used to perform budget analysis

### **Consulting Contractor, MV Transportation, Inc. (Oakland, CA)** *2007*

- Consulted with company's executives and managers to analyze fleet maintenance policies and procedures and implement improvement recommendations for worst performing locations
- Generated maintenance cost savings of up to 40%, while maintaining sustained fleet availability of 97%
- Re-engineered operating policies and procedures and redefined staff responsibilities at specified locations and trained personnel in improved fleet maintenance practices

### **Project Director, Serco Management Services (Dallas, TX)** *2006 to 2007*

- Oversaw maintenance and repair operations for the City of Dallas's fleet spanning eight locations and 4,900 vehicles
- Saved the city \$1.2 million in maintenance costs, boosted corporate revenue by \$325,000, and added 150 vehicles to contract
- Managed human resources including labor hour tracking and environmental/purchasing operations
- Ensured accurate monthly billing and updated city officials on contract status
- Rejuvenated company's reputation with City of Dallas officials by revamping maintenance practices, policies, and procedures of city's refuse fleet while maintaining productive relations with director of fleet services
- Improved fleet operations for city of Dallas by identifying serious driver equipment abuse problem and providing recommendations for process improvements

### **Deputy Contract Manager, Serco Management Services (Dallas, TX)** *2002 to 2005*

- Oversaw services to United States Department of Agriculture's Forest Service, Region 5 including fleet maintenance to all vehicles
- Supervised 72 mechanics in 27 locations throughout California until shop closure
- Interacted with contractor, operating representatives, and designated officer representatives to bring all shop inventories to central locations
- Submitted environmental compliance forms
- Optimized operational efficiencies and cost savings of \$2.5 million for region during 1st year of service and \$12 million over five years
- Preserved \$500,000 for region in parts' cost and avoided \$250,000 in lost productivity due to equipment down-time
- Strengthened region's fleet operations by devising service lanes concept to increase speed and efficiency of maintenance

# Joel Ross

## Maintenance Manager

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**General Manager/Partner, Advanced Blending and Manufacturing (Rancho Cucamonga, CA)**  
*2002*

**Manager, Ronco Leasing (Industry, CA)**  
*1999 to 2002*

**Director of Fleet Maintenance, Waste Management Incorporated (Irvine, CA)**  
*1985 to 1999*

### Education and Training

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**Long Beach State University (Long Beach, CA)**

- Master of Science in Engineering

**Orange Coast College (Costa Mesa, CA)**

- Bachelor of Science in Welding Technology

### References

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- Kevin (KJ) Reynolds, Vice President, Fleetpro, Inc. – (410) 247-1310
- Chris York, General Manager, MV Transportation, Inc. – (571) 244-2236
- Don Scruggs, Fleet Maintenance Officer, Office of MetroAccess Service – (301) 562-5371

# Hector Vargas

## Director of Safety

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### Experience

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#### **Director of Safety, MV Transportation (Los Angeles, CA)** *2010 to Present*

- Accountable for leadership and review of the employee qualification process and ensure all new hires meet minimum qualifications including background and DMV checks
- Responsible for conducting audits to ensure MV's safety training programs are of the highest caliber
- Work with MV's local teams to promote a safety first culture, providing guidance to trainers and monitoring MV's compliance with all company, state, federal and local safety/training regulations

#### **Director of Safety, MV Transportation (Los Angeles, CA)** *2007 to 2010*

- Responsible for Safety and Training Program for 140 operator workforce and 70-vehicle fleet. Conducted continuous training for instructors and staff. Supervised one classroom and two behind the wheel trainers
- Conducted regular audits of employee training files and vehicle maintenance files
- Conducted regular facility safety audits ensuring compliance with OSHA regulations and related corporate policies
- Responsible for recruiting and screening candidates for employment
- Conducted pre-employment interviews and monitor hiring process
- Responsible for investigation, documentation of accident and injury incidents involving all company vehicles
- Provided regular reports to local and corporate management on safety department efforts, claims status, training efforts, accident history, worker's compensation and other required information

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA)** *2004 to 2007*

- Assisted with daily operations, providing general supervision, support, recommendations and evaluation of transportation personnel, including 10 behind the wheel trainers, two classroom instructors, and 215 operators
- Conducted pre-employment interviewing, scheduled physicals and drug tests, and final evaluations for new hires
- Supervised and coordinated all driver training programs, trained, supervised, and delegated instructors
- Provided productive informative in-service meetings, safety trainings, monitored safety committee, and ensured that all safety programs and practices were implemented. AFR decreased from 3.67 to 1.64

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA)** *2002 to 2004*

- Oversaw renewal and refresher training for 150 drivers, supervised behind the wheel and classroom instructors

# Hector Vargas

## Director of Safety

---

### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA)** *2001 to 2002*

- Oversaw 250-driver workforce
- Supervised staff of five behind the wheel and one classroom instructor
- Passed all CHP audits evaluating drug and alcohol compliance and facility

### **State Certified Behind the Wheel Trainer/Instructor, Laidlaw Education Services (Los Angeles, CA)** *1998 to 2001*

- Conducted behind the wheel training and classroom instruction to ensure safe driving practices, bus inspection requirements and adherence to transportation policies, rules, and regulations
- Maintained all State, Federal, OSHA, and company required records for all employees and trainees
- Developed training program for potential bus drivers; arranged for final testing and licensing; assisted supervisor with the selection and evaluation of new drivers

### **Education and Training**

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- Commercial Class B license with passenger endorsement and airbrakes
- Certified and licensed to conduct classroom, behind-the-wheel, and in-service instruction
- Workers Compensation Certified
- American Red Cross Instructor
- Behind-the-Wheel Trainer
- OSHA Certified
- Reasonable Suspicion Certified
- Accident Investigation Certified
- Smith System Instructor
- State of California, Department of Education School Bus Driver Instructor's Certificate
- State Instructor's Certificate- California Department of Education
- School Bus Driver's Certificate - California Highway patrol
- Bilingual English/Spanish State of California Department of Motor Vehicles tester to certify California Class B Commercial Driver's Licenses (CDL) with Air Brakes and Passenger endorsements

# JoAnne Harrison

## Accounting Manager

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### Experience

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#### **Accounting Manager, MV Transportation, Inc. (Irvine, CA)** *May 2012 to Present*

- Identifies action items to improve division results
- Prepares 12-month rolling projections, performs analysis of variances between budget, projections, and actual
- Performs dashboard summaries of the monthly changes (and reasons)
- Expanded MV's reporting to include detailed cost center evaluations and comparisons to the prior year
- Leads ongoing recruiting of fixed route bus driver (includes job fairs, outreach to government employment agencies, training reimbursement programs)
- Performs outreach to other MV locations in Los Angeles, San Francisco, Las Vegas and New York
- Worked with IT to customize operations reports, which were deployed nationally for MV's locations
- Compiles daily and biweekly overtime reports and non-revenue evaluations
- Coordinates with IT to produce a method of export, modification, and reimport of bid hours through Trapeze using a Report Manager report, saving four hours a day input time ( for 430+ employees); this export/import is applied to holiday hours, saving 60 hours of data entry for each holiday and is applied to Payable Gaps between shifts
- Implemented forms management and payroll verification procedures, increasing the accuracy and correction of errors reducing the impact of interruptions from drivers and staff on the department

#### **Consulting Accounting Manager, CPS Garten Corp. (Irvine, CA)** *September 2005 to Present*

- Prepared, reviewed and reconciled financial statements for shareholders and bankers
- Responsible for multi-corporate consolidated reporting, payroll, multi-state PR tax reporting, and sales tax reporting
- Designed Crystal report to quickly audit coding on all invoices and to tie the sales tax report to the financial statement
- Performed monthly evaluation of ratios for loans and business plan
- Restructured client invoicing, accounts payable, and cash flow procedures

#### **Accounting Consultant, Caperon Designs, Inc. dba Beco Baby Carrier (Newport Beach, CA)** *May 2007 to January 2012*

- Consultant for fast growing company (50K to 3.2M in sales over four years)
- Worked to establish accounting systems, managed cash flows
- Established banking relations and the first lines of credit
- Implemented a sales report that allowed them to assign productions to customers
- Projected and promoted a successful price increase during a production downturn
- Established a stable flow of product with local manufacturer
- Created a five year projection with multiple scenarios used for valuation purposes, including the company's buyout

# JoAnne Harrison

## Accounting Manager (Continued)

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### **Treasurer, South Shore Yacht Club (Newport Beach, CA)** *2000 to 2004*

- Implemented budget accounting for a not-for-profit organization
- Reconciled accounts retroactively five years
- Discovered and amended issues and improved profitability

### **Accounting Manager, American Agri-Corp (Newport Beach, CA)** *1984 to 1986*

- Managed limited partnerships; performed due diligence reporting
- Consolidated reporting for seven corporations and 200 limited partnerships
- Supervised AP, AR, and ADP Payroll
- Managed data queries used to compare and reconcile over 200 intercompany accounts

### **Full Charge Bookkeeper, Corbin Yama Fuji Architectural (Newport Beach, CA)** *1982 to 1984*

- Managed billable hours for invoicing, payroll, accounts payable

### **Accounting Manager/ General Contractor, QCM Inc. (Irvine, CA)** *1980 to 1982*

- Managed government projects including UCI, retail projects Limited/Limited Express
- Performed multi-state, job costing/percentage complete activities
- Implemented the first computer conversion from manual peg board to Basic 4
- Managed a four-person accounting team
- Acted as a Notary Public

### **Asst. Business Manager, California Pants (Costa Mesa, CA)** *1976 to 1984*

- Consolidated reporting for nine retail stores
- Acted as warehouse manager; maintained factory relations
- Oversaw AP, AR, and payroll; managed cash flow

## **Education and Training**

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### **California State University, Fullerton**

- Bachelor's Degree – Specializing in accounting and real estate finance
- Beta Alpha Psi 1990
- Coopers & Lybrand Scholarship 1990
- SBA Consulting Award 1991
- Phi Theta Kappa 2011

# JoAnne Harrison

## Accounting Manager (Continued)

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### **Saddleback College**

- Associates Degree – Computer Information Systems 2011

### **Saddleback College Certification 2011**

- Webmaster, Web Design, Network Administrator, E-Commerce Specialist

### **Passed CPA Exam 1991**

### **Software Knowledge**

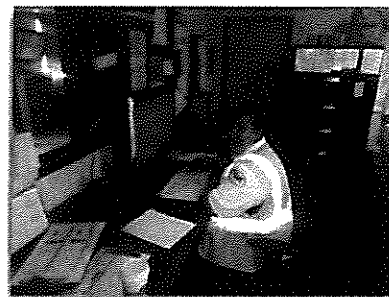
- In-depth experience in Microsoft Sage, Lawson, Fleet Focus, WebPE, WebNow, including custom queries, QuickBooks, Excel (Pivot tables, Dash boards, V-lookup, Data Validation, data dump, VBA), Crystal Reports, and SQL Server Report Manger

### **Professional Affiliations**

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**US Coast Guard Merchant Marine Officer, 100 Ton Masters License, current**

# Sections 7 - 8





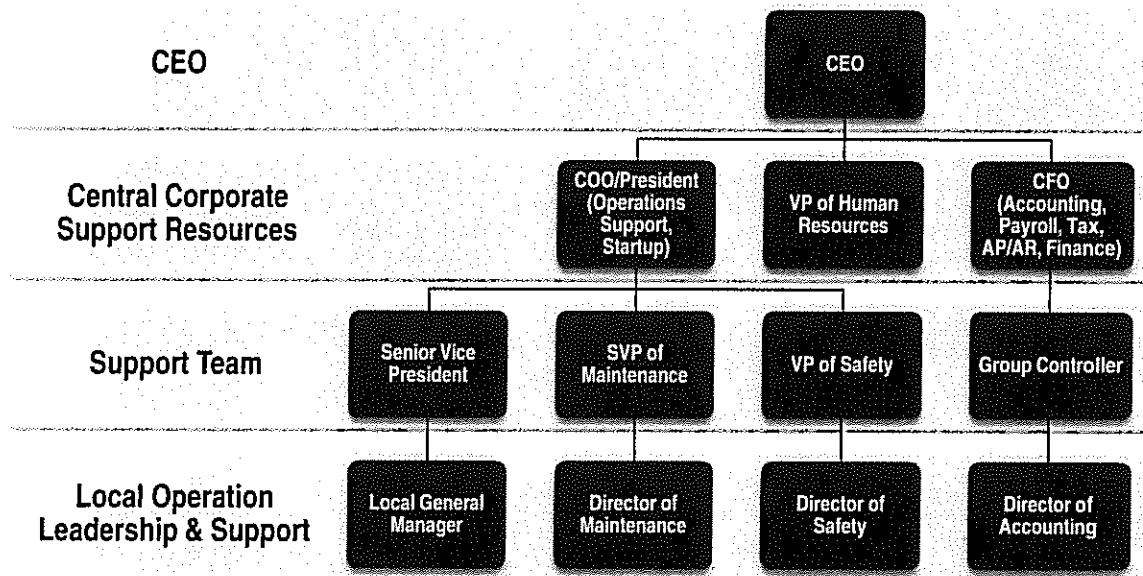


## 7. Quality Assurance Program

### a. Policies and Procedures

**As general manager, Mr. Allan will be responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.**

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.



### Operational Control Programs

#### *Road Supervision and Operator Evaluations*

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service





challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.

### *Dispatch Monitoring*

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed. When necessary, they will reassign trips to another route in order to maintain route timeliness; if necessary they will contact passengers to notify them of a delay and respond to "where's my ride" calls as needed.

The general manager will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally to callers requesting to speak to a supervisor.

## **b. Inspection and Fundamentals**

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

**Safety Inspections (performed by: safety and training manager, frequency: monthly)** – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

**Safety Audits (performed by: director of safety, frequency: semiannual)** – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.

**Facility Audits (performed by: regional director of maintenance, frequency: annual)** – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In



addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

**Preventive Maintenance Inspection "Rerack" (performed by: maintenance manager, frequency: monthly)** – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10 percent of the fleet under the PM inspection to ensure completeness.

**Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual)** – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training. Upon completion of the audit, an action plan will be developed to resolve any issues identified.

### c. Quality Control Documentation, Review, and Reporting

Operational reporting provides service statistics necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. A large portion of the service data is collected and reported using MV's Lawson Accounting and HR ERP and other third party data collection systems.

As required, MV will track the following items to ensure it is meeting the standards outlined by the County and the Company:

As required, MV will track the performance requirements as outlined in Exhibit F, to ensure it is meeting the standards outlined by the County and the Company:

- Permanent service vehicles;
- On-time performance;
- Service vehicle not available;
- Complaints;
- General reporting;
- National Transit Database reporting;
- LACMTA Re audit of annual NTD report
- Weekly maintenance inspections;
- Daily vehicle inspection (DVI) reports;
- Preventive maintenance;
- Shutdown of vehicles;



- Deficient vehicle condition;
- Vehicle emissions (engine smog);
- Permanent vehicle rejection;
- Incorrectly set destination signs;
- County service vehicle warranty;
- Off-routing;
- Controlled substance and alcohol testing;
- Maintenance personnel;
- Trips not made;
- Non-ADA service vehicle;
- Violation of storage and maintenance facilities;
- Storage of County service vehicles;
- Implementation of email and internet access;
- 24-hour contact;
- Unresolved service vehicle claims;
- Service vehicle transfer audit;
- Health, safety and comfort;
- Personnel;
- Timely repairs to County-provided service vehicles;
- Interruption of Revenue service to refuel service vehicles;
- Marketing and Advertising
- Fines by regulatory and governmental agencies; and
- AVL devices

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

MV will maintain all records for the life of the contract through its fleet management computer system. All documents are available to the County.





## Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV's team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV's regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV's senior vice president and vice president of business development will meet frequently with County staff to discuss the local team's performance. As needed, these individuals will garner additional resources necessary to correct any issues.

Please refer to proposal section *12 Record Keeping* for additional information.



## 8. Subcontractors

MV does not anticipate the use of subcontractors in the performance of this work.



## Section 9





## 9. Financial Resources

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

Please see MV's confidential audited Financial Statements for 2013–2015 enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last three years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Robert Pagorek, chief financial officer, at (972) 391-4641.







## Sections 10 - 12





## 10. Licenses and Certifications

At the time of release of future IFBs, MV will submit copies of the employees and/or subcontractors licenses and certifications required to perform the work.



## 11. Insurance

MV has the ability to provide insurance coverage of the types and levels required in the RFP. Please see Form PW-16 included in section 13 Forms List.





## 12. Record Keeping

MV's general manager, Mr. Allan, will ensure appropriate record keeping and provide timely, reliable management reports in line with RFP requirements. Please see Form LW-9 included in section *13 Forms List*. MV fully complies with all State and Federal labor regulations and record keeping requirements.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and at its operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV run on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV is able to meet the FTA/NTD reporting requirements. Currently MV provides these reports to many of MV's clients who receive Federal funding and are required to submit the FTA/NTD reports. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information per the guidelines of the National Transit Database Reporting Manual.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV will set up the local computer network during the service transition to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the County's IT staff in whatever manner necessary to ensure the success of this setup.

In addition, please refer to proposal *section 7.c Quality Control Documentation, Review, and Reporting* for additional record keeping detail.



## Sections 13 - 14



### 13. Forms List

MV has provided all required forms following this section.



# FORMS

**TABLE OF FORMS  
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-4.1	CONTRACTOR'S DRIVERS SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM
PW-19	PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ
PW-20	STATEMENT OF EQUIPMENT FORM
PW-21	DISPLACED TRANSIT EMPLOYEE PROGRAM

**LIVING WAGE PROGRAM**

LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Proposals.)



- LW-3 LIVING WAGE RATE ANNUAL ADJUSTMENTS
- LW-4 ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT
- LW-5 LABOR/PAYROLL/DEBARMENT HISTORY
- LW-6 GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
- LW-7 PROPOSER'S EMPLOYEE BENEFITS
- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY
- LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

**ATTACHMENTS**

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: May 27, 2016

THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and her judgment shall be final.

2. Name of Service: County of Los Angeles, Department of Public Works Fixed Route and Dial-A-Ride Transit Services 2016-SQPA001

DECLARANT INFORMATION

3. Name Of declarant: Amy Barry

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Assistant Secretary

PROPOSER INFORMATION

6. Proposer's full legal name: MV Transportation, Inc. Telephone No.: 972.391.4650

Physical Address (NO P.O. BOX): 479 Mason St., Ste. 221, Vacaville CA 95688 Mobile No.: 214.662.0499

e-mail: justin.pate@mvtransit.com Fax No.: 972.391.4750

County WebVen No.: 11124801 IRS No.: 94-2491705 Business License No.: 295591-11 (Paramount, CA)

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration: State: Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

Sole proprietor Name of Proprietor:

X A corporation: Corporation's principal place of business: 5910 N. Central Expressway, Suite 1145, Dallas TX 75206  
State of incorporation: California Year incorporated: 1978

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: Secretary:

A general partnership: Names of partners:

A limited partnership: Name of general partner:

A joint venture of: Names of joint venturers:

A limited liability company: Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) MV Transportation, Inc.	Title	Phone 972.391.4650	Fax 972.391.4750
Street	City	State	Zip

Name(s)	Title	Phone	Fax
Street	City	State	Zip

Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No Yes

If yes, name of parent firm: \_\_\_\_\_

State of incorporation/registration of parent firm: \_\_\_\_\_

11. Has your firm done business under any other name(s) within the last five years?  No Yes If yes, please list the other name(s):

Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger?  No Yes

If yes, indicate the associated company's name: \_\_\_\_\_

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent:  Date: May 27th, 2016

Type name and title: Amy Barry, Assistant Secretary

Not required to be submitted during SOQ.

**FORM PW-2**

**SCHEDULE OF PRICES FOR (LOCATION)**

The undersigned Proposer offers to perform the work described in the Request for SOQ for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for Contractor-Provided Service Vehicle	\$ _____/Hour	N/A	\$ _____
2.	Rate for County-Owned Service Vehicle	\$ _____/Hour	N/A	\$ _____
ESTIMATED TOTAL ANNUAL HOURS			N/A	
PROPOSED ANNUAL PRICE \$ _____				

**OPTIONAL SUPPLEMENTAL TAXI RATE (DIAL-A-RIDE SERVICE ONLY)**

Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ _____/Mile	N/A	\$ _____

<b>TOTAL PROPOSED ANNUAL PRICE</b> [(Proposed Annual Price for Annual Price and Optional Supplemental Taxi Price) (FOR EVALUATION PURPOSES ONLY)]	\$ _____
---	----------

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	LICENSE TYPE (IF APPLICABLE)
PROPOSER'S ADDRESS		
PHONE	FACSIMILE	E-MAIL

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: MV Transportation, Inc.		
Company Address: 5910 N. Central Expressway, Suite 1145		
City: Dallas	State: TX	Zip Code: 75206
Telephone Number: 972.391.4650		
(Type of Goods or Services):		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: Amy Barry	Title: Assistant Secretary
Signature: 	Date: May 27th, 2016

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

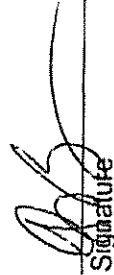
PROPOSED CONTRACT FOR: County of Los Angeles, Department of Public works Fixed Route and Dial-A-Ride Transit Services 2016-SQPA001  
 SERVICE BY PROPOSER MV Transportation, Inc.  
 PROPOSAL DATE: 06/15/2016

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2011	2012	2013	2014	2015	Total	Current Year to Date
1. Number of contracts.	116	111	110	140	129	606	118
2. Total dollar amount of Contracts (in thousands of dollars).	\$355,545	\$344,261	\$338,590	\$321,733	\$309,751	\$298,529	Current Year to Date
3. Number of fatalities.	0	0	0	0	0	0	information is unavailable at this time.
4. Number of lost workday cases.	211	208	168	142	159	888	
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	14	15	5	Not Available.	Not Available	Not Available.	
6. Number of lost workdays	9,778	8,051	10,604	6,502	7,563	42,498	

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

  
 Signature

Amy Barry, Assistant Secretary  
 Name of Proposer or Authorized Agent (print)

May 27th, 2016  
 Date

**CONTRACTOR'S DRIVER SAFETY RECORD**

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

**Five-Calendar Years Prior to Current Year**

	2011	2012	2013	2014	2015	Five-Year Average
1 Total Bus Revenue Miles	88,551,031	89,379,271	90,818,269	96,723,268	90,632,519	91,220,872
2 Total Number of NTD Reportable Accidents	153	302	193	280	196	225
3 Total Number of Fatalities	5	1	3	1	5	3
4 Rate of Accidents/100,000 Bus Revenue Miles	.172	.338	.213	.289	.216	.247
5 Rate of Fatalities/100,000 Bus Revenue Miles	.0056	.0011	.0033	.001	.006	.003

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

MV Transportation, Inc.  
Name of Proposer

  
Signature

5910 N. Central Expressway, Suite 1145  
Address

CA0054849 (Private Carrier), TCP0012064 (Class B Charter-Party)  
PUC Permit Number and Classification

Dallas, TX                      75206  
City                                      Zip Code

972.391.4650  
Telephone Number

## **Attachment to Form PW-4.1 – Contractor’s Driver Safety Record**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers’ compensation and employment-related claims in the settlement or claims process. The company’s legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the County of Los Angeles, Department of Public Works, requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

## CONFLICT OF INTEREST CERTIFICATION

I, Amy Barry

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) Assistant Secretary

of MV Transportation, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

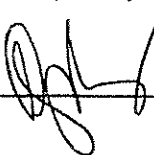
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date May 27th, 2016



PROPOSER'S REFERENCE LIST

PROPOSER NAME: MV Transportation, Inc.

PROPOSED CONTRACT FOR: County of Los Angeles, Department of Public Works, Fixed Route and Dial A-Ride Transit Services 2016-SQPA001

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT: Please see attached contract list.	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT: Please see attached contract list.	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

MV Contracts for the Previous Three Years

COUNTY OF LOS ANGELES AGENCIES										
Account Name / Account Name	Contract Name	Service Start Date	Service End Date	Service Type	Last Name	Title	Phone	Fax	Email	Mailing Address
Los Angeles	Arbena and Lenora Shuttle Services	9/17/2014	Present	Public Shuttle	Vanessa John	Administrative Services Director	(626) 458-5960	(626) 458-4194	vjohn@glow.lacounty.gov	900 S Fremont Avenue, Alhambra, CA 91803
Los Angeles	King Medical Center Shuttle	6/17/2011	Present	Private (Corporate) Shuttle	Rafael Ziegler	Assistant Transit Analyst	(626) 458-5934	(626) 979-5313	rziegler@glow.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles	Avocado Heights, Barstow, W & E Valinda Shuttle Services	9/17/2014	Present	Public Shuttle	Vanessa	Administrative Services Director	(626) 458-5960	(626) 458-4194	vjohn@glow.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles	Frontera Firestone/Walnut Park & Baldwin Hills Shuttle Services	9/17/2014	Present	Public Shuttle	Vanessa	Administrative Services Director	(626) 458-5960	(626) 458-4194	vjohn@glow.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles	Windsorbrook DASH Shuttle	7/17/2011	Present	Paratransit	Eugenia	Assistant Transit Analyst	(626) 458-5932	(626) 979-5313	eushorna@glow.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles Department of Transportation (LADOT)	Operation of the CityLink Program DASH Services	2/17/2016	Present	Paratransit	Corinne	Supervising Transportation Planner I	(213) 928-9745	(213) 560-5458	crabph@lacty.org	Mail Stop 725 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operation of the ADOT Bus Transit Operations Central Region	5/10/2008	Present	Fixed Route	Corinne	Supervising Transportation Planner I	(213) 928-9745	(213) 560-5458	crabph@lacty.org	Mail Stop 725 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operations of the ADOT Bus Transit Operations North Region	6/17/2017	Present	Fixed Route	Corinne	Supervising Transportation Planner I	(213) 928-9745	(213) 560-5458	crabph@lacty.org	Mail Stop 725 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operations of the ADOT Bus Transit Operations South Region	9/17/2011	Present	Fixed Route	Corinne	Supervising Transportation Planner I	(213) 928-9745	(213) 560-5458	crabph@lacty.org	Mail Stop 725 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Community DASH North/South LIS	5/10/2008	Present	Fixed Route	Corinne	DASH Supervisor / Chief of Transit	(213) 928-9745	(213) 928-9768	corinne.crabph@lacty.org	100 Main St., 10th floor, Los Angeles, CA 90012
Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services	10/31/2010	Present	Fixed Route	Tamara	Contract Administrator	(213) 922-7453	(213) 922-1001	truff@metrolink.net	One Gateway Plaza, Los Angeles, CA 90012 7917
Los Angeles World Airports (LAWA)	Hollywood and Westwood Flyaway Service	8/27/2015	Present	Airport Shuttle	Christina	Transportation Manager	(424) 646-2196	(424) 646-9526	ccp@lawa.org	6023 West Century Blvd., Ste 400, Los Angeles, CA 90021 USA
Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	8/17/2007	Present	Paratransit	Pern Spahn	Social Services & Transportation Program Administrator	(310) 848-6370	(310) 848-6565	pspahn@bhwa.org	8120 Santa Monica Bl., West Hollywood, CA 90069 6211
Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	8/17/2007	Present	Paratransit	Martha	Transportation Planner	(310) 285-2542	(310) 958-5965	mcrone@beverlyhills.org	345 Lombard Road, Beverly Hills, CA 90210
Burbank	Burbank Bus Transit Operation Services	8/17/2011	Present	Paratransit	Tom	Transportation Planner	(818) 238-6358	(818) 238-5351	tom@burbank.ca.us	275 E. Olive Ave., Burbank, CA 91510
Burbank	Courtesy Shuttle Services	11/17/2015	Present	Fixed Route	Adam Janowitz	Director of Operations	(818) 239-0725		janowitz@burbank.org	2627 N. Hollywood Way, Burbank, CA 91505
Compton	Compton Renaissance Transit System	9/8/2003	Present	Fixed Route	John	Transportation Planner	(310) 625-5505	(310) 625-5585	john@comptontransit.org	205 South Wilshire Road, Compton, CA 90220
West Covina	Fixed Route Shuttle & DASH Services for the City of West Covina	3/17/2014	Present	Multimode	Scott	Community Services manager	(626) 939-8443	(626) 939-8675	scott.semlowicz@westcovina.org	1411 West Garvey, West Covina, CA 91790 US
Carson City	Jump Around Carson Fixed and Paratransit Services (JAC)	7/17/2002	Present	Multimode	Patrick	Transportation Manager	(714) 881-2355 ext. 7306	(714) 881-2112	patrick@carson.org	3505 Buell Way, Carson City, NV 89701
Downey	DowneyLink Fixed Route	7/17/2007	Present	Fixed Route	John	Assistant City Manager	(562) 924-7236	(562) 924-7236	john@downeyca.org	7850 Chalk Ave., Downey, CA 90241 USA
Downey	Downey Dial A Ride	11/07/2007	Present	Paratransit	John	Assistant City Manager	(562) 924-7236	(562) 924-7236	john@downeyca.org	7850 Chalk Ave., Downey, CA 90241 USA
Glendale	Bestride	7/17/2002	Present	Fixed Route	Kathryn	Transportation Manager	(818) 937-8330	(818) 407-7077	kern@glendale.ca.us	6311 Broadway Blvd., Glendale, CA 91206
La Mirada	La Mirada Transit Services	7/17/2008	Present	Paratransit	Lisa	Community Services Supervisor	(562) 902-3125	(562) 943-9418	lmirada@cityoflamarada.org	La Mirada, CA
Lynwood	Lynwood Trolley Services	4/17/2007	Present	Fixed Route	Levy	Senior Work Special Projects Manager	(310) 603-0210 ext. 506	(310) 603-0229	levy@lynwood.ca.us	11330 Bulfinch Road, Lynwood, CA 90262
California State Polytechnic University	EA State Polytechnic Univ Shuttle Santa Clarita Fixed Route, Dial A Ride and ASL Services	7/17/2015	Present	Public Shuttle	David	Transportation Planning and Transportation Services	(909) 869-3233	(909) 869-3001	csd@poly.edu	3821 West Temple Avenue, Pomona, CA 91768 USA
Santa Clarita	Municipal Area Express	8/17/2008	Present	Multimode	Adrian	Transit Manager	(661) 295-6585	(661) 295-6393	adrian@cityofsc.com	28150 Constellation Road, Santa Clarita, CA 91355
Torrance	(MAX)Commuter Bus Service	7/17/2005	6/30/2013	Fixed Route	Ian	Administrative Analyst	(310) 618-6734	(310) 618-6279	ian@cityoftorrance.gov	20500 Madonna Ave, Torrance, CA 90503
Whittier	City of Whittier/La Habra Dial a ride Service Operation	8/17/2007	Present	Paratransit	Irfi	Transit Operations Manager	(626) 938-6453		irf@cityofwhittier.org	PO Box 128, Jacksonwille, NC 28541

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Account Name / Account Name	Contract Name	Service Start Date	Service End Date	Service Type	Last Name	Title	Phone	Fax	Email	Mailing Address
Abbott Laboratories	Abbott Lab Shuttle Service	4/17/2009	Present	Private (Corporate) Shuttle	Diane Lopez	Manager, Corporate fleet	(214) 667-3317		diane_lopez@abbott.com	100 Abbott Park Road, Abbott Park, IL 60064 USA
Absite Inc.	Absite, Inc. Shuttle Services	10/6/2014	Present	Private (Corporate) Shuttle	MARGARET	Junior Corporate Purchasing Agent	(847) 938-6695		margaret_lopez@absite.com	1401 Sheridan Road, North Chicago, Illinois 60064 Cook
Access Services	Parents with Disabilities Program	6/17/2013	Present	Paratransit	Rike Greenwood	Deputy Executive Director	(213) 270-6000		greenwood@accessca.org	3449 Santa Anita Ave., 2nd floor, El Monte, CA 91731 USA
Access Services	Access Services Specialized Services	7/17/2007	Present	Paratransit	Shelly Vermeer	Executive Director	(213) 270-6081	(213) 324-6183	vermeer@accessca.org	3440 Santa Anita Ave., 2nd floor, Los Angeles, CA 90031
Access Services	San Fernando Valley Region Access Services Inc. Overflow Services	7/17/2009	6/30/2013	Paratransit	Steven Chang	Contract Administrator	(213) 270-6083	(213) 324-6183	zhung@sls.org	3449 Santa Anita Ave., 2nd floor, Los Angeles, CA 90031
Access Services	Subcontractor Agreement to Provide Transportation	5/17/2014	Present	HEART/NET	Edgar Martinez	Contract Administrator	(855) 584-3330		edgar.martinez@evic.net	6280 South Syracuse Way #200, Greenwood Village, CO 80111
Alaska County Coordinated Community Transportation Provider	Metropolitan Transportation Planning Organization for the Gamesville Urbanized Area	10/17/2003	Present	Paratransit	Robert Lee	CEPP program manager	(352) 264-6707		rob@alaska.com	218 SE 24th Street, Gainesville, FL 32641 USA
Alameda	Fixed Route Shuttle Service for the Alameda Paratransit Program	3/22/2010	Present	Fixed Route	Matthew	Public Works Department	(510) 749-5890	(510) 749-5867	matthew@ci.alameda.ca.us	2063 Santa Clara Avenue, Alameda, CA 94501



MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Agency	Contract Start Date	Contract End Date	Contract Description	Contract Type	Contract Value	Contract Status	Contract Manager	Contact Name	Contact Title	Contact Phone	Contact Email	Contact Address
Erhardt Transportation LLC	1/7/2012	1/6/2015	Paratransit Management and Operation Transit	Paratransit	966,327,305	Present	General Manager	Mustafa Isal	Isal	966,327,305	mustafa.isal@erhardt.com	PO Box 2010, Dammam, Eastern Province 31451 Kingdom of Saudi Arabia
El Paso	11/13/2012	Present	Public Transit Service (Senior Center)	Paratransit	(915) 312,3095	Present	Paratransit Services	Peretz	Peretz	(915) 312,3095	peretz@elpasotrans.com	5081 Frost Wilson, El Paso, TX 79966
ElderCare of Alachua County, Inc	1/1/2007	Present	Computer, Fixed Route, ADA Complementary Paratransit and Door-to-Door Services	Paratransit	(352) 345-9040	Present	Manager of Program Operations	Lee	Lee	(352) 345-9040	lee@elderhandoff.edu	5701 NW 34th Street, Gainesville, FL 32605
Elk Grove	1/7/2005	Present	Door-to-Door Services	Multimodal	(916) 587,3030	Present	Transit Systems Manager	Loftis	Loftis	(916) 587,3030	loftis@elkgrovecity.org	8401 Laguna Palms Way, Elk Grove, CA 95624
Elko Area Transit Service	10/1/2013	Present	Elko County Transit	Multimodal	(775) 748,0359	Present	Transit Coordinator	Wheeler	Wheeler	(775) 748,0359	wheeler@elkocounty.net	571 Idaho Street, Elko, NV 89801
Emerald Transportation Management Association (ETMA)	3/1/2013	Present	Shuttle Operation and Maintenance Services for Emergency Ground, West Berkeley Shu	Private (Corporate) Shuttle	(925) 937,9939 ext 717	Present	Director of Finance and Operations	Reed	Reed	(925) 937,9939 ext 717	reed@emta.com	1676 N. California Blvd. Suite 400, Walnut Creek, CA 94596, United States
Englewood	1/1/2010	Present	Area Shuttle	Public Shuttle	(303) 867,2341	Present	Director	Harold	Harold	(303) 867,2341	harold@englewood.gov	1000 Englewood Parkway, Englewood, CO 80110
Erifax	11/1/2002	Present	FASTRAM Paratransit Services, Operation and Maintenance Services Fairfax Connector Bus System	Paratransit	(703) 324,7060	Present	FASTRAM - Division Director	Patel	Patel	(703) 324,7060	patel@erifax.com	12011 Government Cir, Fairfax, VA 22035
Erifax	6/28/2009	Present	Fixed Route	Fixed Route	(703) 977,5618	Present	Transit Services Division	Car	Car	(703) 977,5618	car@erifax.com	Centerpointe 1 Office Building, 4050 Legano Road 4th Floor, Fairfax, VA 22033, 2667
Fair Point	11/1/2008	Present	Passenger Transportation Services	Private (Corporate) Shuttle	(513) 758,7670	Present	Executive Assistant	Hernandez	Hernandez	(513) 758,7670	hernandez@fairpoint.com	3049 Research Drive, Richmond, CA 94806
Foster	4/16/2002	Present	Bracker Senior Apartments	Paratransit	(608) 286,3374	Present	Registration Coordinator	Jae	Jae	(608) 286,3374	jae@foster.org	650 Shell Blvd, Foster City, CA 94404
FPI Management, Inc.	1/1/2012	Present	Delivery of Paratransit Services, Health and Human Services	Private (Corporate) Shuttle	(408) 361,4610	Present	General Services Manager Housing Authority of Santa Clara County	Reid	Reid	(408) 361,4610	reid@fpi.com	505 W. Julian Street, San Jose, CA 95110
Fremont	1/1/2003	Present	Paratransit Services	Paratransit	(510) 574,2033	Present	Paratransit Program Manager	Fong	Fong	(510) 574,2033	fong@cfremont.ca.us	3100 Capitol Avenue Building B, Fremont, CA 94538
Fulton	11/1/2011	Present	ADA Complementary Paratransit Service	Paratransit	(404) 612,7480	Present	Interim Director, Public Works	Swanberg	Swanberg	(404) 612,7480	director.dsw@fultoncounty.gov	141 Pryor Ct, SW, Suite 6001, Atlanta, GA 30301
Gainesville Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area	10/1/2002	Present	ATA Coordinator	Paratransit	(352) 334,2450	Present	RIS ADA Coordinator	Crawford	Crawford	(352) 334,2450	crawfordm@cityofgainesville.org	100 SE 10th Ave, Gainesville, FL 32601
Georgia Department of Human Services	4/1/2011	Present	Coordinated Transportation Services in Gwinnett and Rockdale Counties	Paratransit	(352) 264,6708	Present	Alta Coordinator	Peru	Peru	(352) 264,6708	peru@altracounty.us	218 SE 24th Street, Gainesville, FL 32641
Georgia State University, Auxiliary and Support Services	7/1/2013	Present	ESU Panther Express Shuttle Operation, Maintenance and Management of Coordinated Paratransit Services	Paratransit	(404) 657,6000	Present	Purchasing Manager	Moore	Moore	(404) 657,6000	write.moore@gsu.edu	207 Piedmont Ave SE, Atlanta, GA 30334, USA
Greater Ontario Aviation Authority	10/1/2004	Present	Shuttle Bus Management Services	University/College Shuttle	(905) 483,3939 x.120	Present	Paratransit and Special Projects Manager	Meath	Meath	(905) 483,3939 x.120	meath@goaa.ca	Georgia State University Commerce Building 1400 Main Street NW 14th Floor Board Room Atlanta, GA 30303, Atlanta, GA 30303, USA
Greater Richmond Transit Company (GRTC)	2/1/2001	Present	CityRide	Public Shuttle	(803) 825,7847	Present	Manager of Transportation Contracts	McClung	McClung	(803) 825,7847	emcclung@greatrck.com	301 E. Third Street, Orange, CA 92630, US
Green Bay Metro	3/1/2013	Present	Green Bay METRO Paratransit Operations	Paratransit	(920) 679,8119	Present	Project Manager	Dwyer	Dwyer	(920) 679,8119	dwyer@cityofgreenbay.org	One Jeff Nusba Road, Ontario, IL 32827, 4395
Greenville	1/1/2010	Present	Hampton Roads Paratransit	Paratransit	(804) 358,3871	Present	ADA Community Outreach Liaison	Brady Myers	Brady Myers	(804) 358,3871	lgbrady@grmat.com	407 SW Adams St., Perma, IL 61603, USA
Hampton Roads Transit (HRT)	1/1/2003	Present	Head Start Transportation Program	Paratransit	(757) 548,0437	Present	Public Transportation Director	Gardner	Gardner	(757) 548,0437	gardner@hrtva.com	301 E. 84th Blvd, Richmond, VA 23221
Hempstead House	1/1/2011	Present	Industrial Door Co. Maintenance	Maintenance	(703) 334,9835	Present	Associate Executive Director, IAC Transportation	O'Gorman	O'Gorman	(703) 334,9835	ogorman@iactrans.com	29355 Airport Drive, Sonoma, CA 95476
Howard	2/15/2003	Present	Wayward Door-to-Door Paratransit and Residential Shuttle	Paratransit	(410) 681,5767	Present	Director of Flexible and Contracted Services	Harkin	Harkin	(410) 681,5767	pharkin@mdot.gov	1501 West Washington Street, Annapolis, MD 45272
Indianapolis Public Transportation Corporation (IndyGo)	1/1/2010	Present	Indianapolis Public Transportation Corporation	Paratransit	(317) 614,0708	Present	Director	Kohn	Kohn	(317) 614,0708	kohn@indygo.org	500 East 18th Street, Norfolk, VA 23504, USA
Industrial Door Company	1/1/2011	Present	Industrial Door Co. Maintenance	Maintenance	(703) 334,9835	Present	Associate Executive Director, IAC Transportation	O'Gorman	O'Gorman	(703) 334,9835	ogorman@iactrans.com	731 THE EMPORIUM ROAD, Geneva, NY 14456, United States
Integracy Council (IAC)	8/1/2013	Present	Transportation of Individuals to Adult Day Services in Westchester	Paratransit	(914) 494,0006	Present	Manager, Special Services	Glenn	Glenn	(914) 494,0006	glenn@iactrans.com	308 E. 10th Street, Florence, SC 29502, USA
Incorcon Transit Partnership (ITP)	1/1/2008	Present	EGT Bus, ADA Paratransit Service	Paratransit	(616) 456,2514	Present	Manager, Special Services	Jayce	Jayce	(616) 456,2514	jayce@incorcon.com	308 E. 10th Street, Florence, SC 29502, USA
Irvine	1/1/2007	Present	City Transit System	Public Shuttle	(949) 724,6288	Present	Transit Program Advisor	Davis	Davis	(949) 724,6288	davis@cityofirvine.ca.us	1 Civic Center Drive, Irvine, CA 92623, 9574, USA
Jacksonville Transportation Authority	1/1/2014	Present	Paratransit Services for Jacksonville Transportation Authority	Paratransit	(904) 265,6939	Present	Senior manager of Connection paratransit services	Peretz	Peretz	(904) 265,6939	peretz@jta.org	100 North Myrtle Avenue, Jacksonville, FL 32204

MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Agency	Contract Description	Start Date	End Date	Contract Value	Contract Number	Contract Title	Contract Status	Contractor Name	Contractor Address	Contractor Phone	Contractor Email
Ipswich Federation and Family Services Orange County	Maintenance Agreement Pre School Student Transportation Services	8/1/2012	7/5/2014			Maintenance	Present	Brett		(803) 754-2547	info@glccvalleyexpress.com
Kids Corps, Inc.	Kings County Area Public Transit (KAPT) Agency (KAPT)	9/1/2014	Present			Schoolbus	Present	Shirley		(907) 739-7021	gk@kcalaska.org
Kings County Area Public Transit Authority	Kings County Area Public Transit (KAPT) School Bus Transportation for Special Needs Students	7/1/2003	Present			Multi-mode	Present	Angie		(559) 582-3211 ext. 2091	angie.dow@co.kings.ca.us
La Mirada	La Mirada Transit Services	7/1/2014	Present			Schoolbus	Present	William		(559) 588-9901	wishbaugh@plaid.net
Lake	Transportation Operator for the Lake County Transportation Disadvantaged Program	7/1/2005	10/1/2013			Paratransit	Present	Eva		(562) 902-3175	lmentiva@cityofmirada.org
Lake	LakeExpress	2/1/2007	10/1/2013			Paratransit	Present	Ken		(352) 442-6580	ken@co.lake.fl.us
Lawrence	Public Transit Services for the City of Lawrence, Kansas	8/1/2000	Present			Fixed Route	Present	Eric		(352) 442-6580	ken@co.lake.fl.us
Lifeline	Lifeline	7/1/2005	10/1/2013			Multi-mode	Present	Robert		(785) 832-3464	brusent@clawrence.ky.us
Lowell Regional Transit Authority (LARTA)	Lowell Regional Transit Authority (LARTA)	7/1/2002	Present			Schoolbus	Present	Howard		(352) 360-6595	twentent@btz.net
Lowell Regional Transit Authority	Lowell Regional Transit Authority	7/1/2002	Present			Fixed Route	Present	Michael		(925) 455-7564	tree@larta.org
Logikcare	Logikcare	7/1/2003	Present			Multi-mode	Present	Peggy		(709) 333-6803 x2667	peg@ndi.gov
Louisiana	Louisiana	9/1/2014	Present			HEMT/NET	Present	Jose		(800) 698-8457 ext. 437	josem@logikcare.com
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Nancy		(701) 737-8388	
Louisiana	Louisiana	9/1/2014	Present			Management	Present	James		(978) 459-0164	
Louisiana	Louisiana	9/1/2014	Present			University/College Shuttle	Present	Nick		(773) 508-7016	nick@louisiana.gov
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Johnanna		(209) 239-0635	jerrie@louisiana.gov
Louisiana	Louisiana	9/1/2014	Present			Public Shuttle	Present	Amy		(415) 226-0853	awandoren@co.maricopa.us
Louisiana	Louisiana	9/1/2014	Present			Call Center	Present	Jon		(415) 226-0853	jon.gaffney@maricopa.gov
Louisiana	Louisiana	9/1/2014	Present			Management	Present	Chadette		(773) 419-4081	
Louisiana	Louisiana	9/1/2014	Present			Paratransit	Present	Shirley		(419) 454-7434	shirley@maricopa.gov
Louisiana	Louisiana	9/1/2014	Present			Private (Corporate) Shuttle	Present	Susan		(630) 214-3270	
Louisiana	Louisiana	9/1/2014	Present			HEMT/NET	Present	Nicholas		(630) 623-6173	
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Todd		(630) 623-6173	
Louisiana	Louisiana	9/1/2014	Present			Fixed Route	Present	Sheela		(651) 602-1709	
Louisiana	Louisiana	9/1/2014	Present			Paratransit	Present	Austyn		(731) 750-4708	
Louisiana	Louisiana	9/1/2014	Present			Paratransit	Present	Bernie		(351) 955-2700	
Louisiana	Louisiana	9/1/2014	Present			Paratransit	Present	Debbie		(318) 382-4933	
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Lynn		(425) 702-5162	
Louisiana	Louisiana	9/1/2014	Present			Fixed Route	Present	Donna		(724) 489-0880	
Louisiana	Louisiana	9/1/2014	Present			Fixed Route	Present	Terrell		(341) 938-8243	
Louisiana	Louisiana	9/1/2014	Present			Private (Corporate) Shuttle	Present	May		(415) 552-9716	
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Debbie		(318) 382-4933	
Louisiana	Louisiana	9/1/2014	Present			Fixed Route	Present	Amy		(626) 307-1383	
Louisiana	Louisiana	9/1/2014	Present			Multi-mode	Present	Robert		(831) 331-8198	

MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Client	Contract Description	Start Date	End Date	Contract Status	Agency	Contract Type	Contract Value	Contract Number	Contract Title	Contract Location	Contract Contact	Contract Email	Contract Address
Metro Bay	MHDAR and Trolley Operations and Management	7/1/2003	Present	Present	Jarvis	Burlington	\$959,777,626.3	16051772739	Management Analyst	Burlington	jarvis@metro.bay.ca.us	595 Harbor Street, Merrimack, CA 93442 USA	
Mountain View Transportation Management Association	Shuttle Operations Services	1/13/2015	Present	Present	Jack	Guilford	140318247252	140318247252	Area Vice President	Guilford	ruthee@mtaautomotive.com	3515 Bald Hill Rd, Warwick, RI 02886	
National Railroad Passenger Corporation (Amtrak)	Amtrak Route 68 Salinas Carmel	3/15/2005	Present	Present	Andrew	Felton	145815920617	140812713125	Manager of Bus Operations	Felton	feldon@amtrak.com	810 North Adams St., Los Angeles, CA 90012	
National Renewable Energy Laboratory (NREL)	NREL Employee Shuttle Service	6/23/2010	Present	Present	Lisa	Myers	130313447315	130313447315	Chief Executive, Office of School Support Services	Myers	lisa.myers@nrel.gov	1617 Cole Boulevard, Golden, CO 80401	
New York City Department of Education	General and Special Education Public transportation services	8/23/2011	Present	Present	Eric	Goldston	171817074100	171817074100	Contracts Manager	Goldston	publictransportation@schools.nyc.gov	44 36 Vernon Boulevard, Long Island City, NY 11103	
New York City Transit Authority	Access A Ride NYCT No. 01070511M	1/1/2008	Present	Present	Michael	Cogswell	171813924013	171813924013	Contracts Manager	Cogswell	michael.cogswell@nyct.com	31-00 Northern Blvd., Long Island City, NY 11101	
New York City Transit Authority	Access A Ride	10/1/2003	Present	Present	Michael	Cogswell	171813924013	171813924013	Contracts Manager	Cogswell	michael.cogswell@nyct.com	31-00 Northern Blvd., Long Island City, NY 11101	
Norwalk	Norwalk Transit System (NHS) Advance Reservation (A-Ride) (DAR) Subscription	7/17/2010	Present	Present	Derek	Dunnell	156219295554	156219295554	Transit Operations Manager	Dunnell	dunnell@norwalkta.gov	12700 Imperial Hwy., Norwalk, CA 90650 USA	
Omnitran	Contract No 09415-02 Purchased Transportation Services	7/2/2015	Present	Present	Frank	Claris	909219274316	909219274316	Operations Services Supervisor	Claris	frank.claris@omnitrans.com	San Bernardino, CA 92411	
Ontario	Ontario County Area Transit System (OATS)	1/1/2011	Present	7/31/2014	Bret	Slarr	158513964018	158513964018	Director, Office of Transportation	Slarr	bret.slarr@op.ontario.ny.us	2914 County Road 48, Canastota, NY 14414	
Orange County Transportation Authority (OCTA)	OCTA Access Paratransit Services	7/1/2013	Present	Present	Curt	Burlington	171415605921	171415605921	Manager, Contracted Services	Burlington	churlingam@octa.net	600 S. Main St., Orange, CA 92663 USA	
Orange County Transportation Authority (OCTA)	OCTA Fixed Route, Stationlink and Express Bus Service	7/1/2009	Present	6/3/2015	Curt	Burlington	171415605921	171415605921	Manager, Contracted Services	Burlington	churlingam@octa.net	600 S. Main St., Orange, CA 92663 USA	
Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community Transportation Services	10/16/2007	Present	Present	John	Kerigan	121914608360	121914608360	Contact Administrator, Procurement & Contracts Department	Kerigan	kerigan@erob.com	1234 Market St., Philadelphia, PA 19107	
Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community Transportation Services	10/16/2007	Present	Present	Kathryn	Whealy	140814319499	140814319499	CEO	Whealy	head@outreach2.org	926 Rock Avenue, Suite 10, San Jose, CA 95131	
Palm Beach	Palm Tran Paratransit - Run Package A	2/1/2015	Present	Present	Ron	Iones	156116499648	156116499648	Director, Palm Tran Connection	Iones	ron@palmtran.com	30 S Military Trail, Suite 101, West Palm Beach, FL 33415	
Palm Beach	Trolley Services	12/19/2014	Present	Present	Bhana	Shay	176013382060	176013382060	CEO	Shay	shay@palmbeachtrolley.com	1200 East Tropic Canyon Way PO Box 2743, Palm Springs, CA 92263-2743, Palm Springs, CA 92263	
Palo Alto	Palo Alto Bus Shuttle Service	7/1/2011	Present	Present	Kathy	Bradley	105012192162	105012192162	Contract Administrator	Bradley	kathy.bradley@cityofpaloalto.org	250 Hamilton Avenue, Palo Alto, CA 94301 USA	
Palm Verdes Peninsula Transit Authority (PVPTA)	Fixed Route Transit Service	8/1/2015	Present	Present	Marlin	Gombert	131014447108	131014447108	Administrator	Gombert	marlin.gombert@paloaloverdes.com	P.O. Box 2656, Palm Verdes Peninsula, CA 90274 USA	
Pender Adult Services, Inc.	Management, Operation, and Maintenance of a Coordinated Transportation System	5/14/2007	Present	Present	Judy	Cromer	191013101919	191013101919	Director of Transportation	Cromer	jcromer@penderadultservices.com	PO Box 1551, Burgaw, NC 28415	
Pender County Department of Social Services	Pender Co DSS Transportation - Medical/Work First Clients	7/1/2013	Present	Present	Reta	Sheep, D.P.A.	191013191240	191013191240	Director	Sheep, D.P.A.	rsheep@pendercounty.gov	P.O. Box 1307, Burgaw, NC 28415, United States	
Pender County Department of Social Services	Rural Feeder County Transportation Services	4/1/2012	Present	Present	Mazak	Bohner	10201227421	10201227421	Assistant County Administrator	Bohner	mbohner@pendercounty.org	324 Main Street Pines Bluffs, Pines Bluffs, NC 28454 USA	
Pennsylvania	Petaluma Transit	7/1/2000	Present	Present	Joe	Rye	17021274741	17021274741	Transit Manager	Rye	joer@petalumata.ca.us	555 N Midtown Blvd, Petaluma, CA 94954	
Philadelphia Corporation for Aging	Attendee Transportation Services	6/13/2005	Present	Present	Mark	Myers	121312653000	121312653000	Transportation Manager	Myers	mmyers@caabil.org	647 N. Broad St., Philadelphia, PA 19130	
Phoenix	Phoenix Dial A Ride Service	7/1/2003	Present	Present	David	Sajon	160214814997	160214814997	Public Transit Deputy Director	Sajon	david.sajon@phoenix.gov	303 N. 1st Ave # 900, Phoenix, AZ 85003 USA	
Phoenix	Phoenix Alternative Transportation Services	7/1/2008	Present	Present	Jesus	Sajon	160214814997	160214814997	Public Transit Deputy Director	Sajon	jesus.sajon@phoenix.gov	303 N. 1st Ave # 900, Phoenix, AZ 85003 USA	
Phoenix	Contract Driver Services Tahoe Area Regional Transit Peak Season Program	12/1/2007	Present	9/30/2015	A.L. Flores	Maldonado	153017453530	153017453530	Senior Transportation Supervisor	Maldonado	maldo@artr.com	1091 County Center Drive, Suite 210, Auburn, CA 95603 USA	
Phoenix	Phoenix County Dial a Ride Services	1/1/2013	Present	Present	Will	Gaymer	153017457592	153017457592	Public Works Manager for Transit	Gaymer	will.gaymer@phoenix.gov	1091 County Center Drive, Suite 210, Auburn, CA 95603 USA	
Phoenix	Prepaid Transit Shuttle (PrepaidGo) Pueblo Transit City Link	3/1/2007	Present	Present	Mark	Helmbrich	141315613438	141315613438	Transportation Program Manager	Helmbrich	mhelmbrich@metrobusdot.gov	Building 34, Graham Street, San Francisco, CA 94129	
Phoenix	Phoenix Alternative Transportation Services	7/1/2003	Present	Present	Brenda	Boyles	171915332725	171915332725	Director of Transit	Boyles	bboyles@phoenix.gov	350 S. Grand Avenue, Aurora, CO 81003	
Phoenix	Phoenix Alternative Transportation Services	4/1/2014	Present	Present	Vicent	Tamayo	184318783480	184318783480	General Manager	Tamayo	victor.tamayo@phoenix.gov	841 Fair Street, Gilbert, AZ 85034 USA	
Queens College Auxiliary Enterprises Corporation	Queens College Bus Transportation Shuttle Services	8/21/2014	Present	Present	Sunny	Via	171819912760	171819912760	Director of Procurement, Property & Fleet Management	Via	sunny.via@qc.edu	Margaret Kelly Hall Room 257 65-30 Myrtle Ave, Flushing, NY 11367 USA	
Raleigh	City of Raleigh Capital Area Transit (CAT)	1/9/2012	Present	Present	David	Estman	191919964040	191919964040	Transportation Administrator	Estman	david.estman@raleigh.gov	222 West Hargett Street, Raleigh, NC 27603	
Raleigh	Lawrence Berkeley National Labs	11/18/2010	Present	Present	Fery	Perrier	151014865112	151014865112	Site Services Manager	Perrier	fperrier@lbl.gov	1995 University Avenue, Berkeley, CA 94720	
Regional Transportation Authority in Corpus Christi, Texas	Corpus Christi B Line	1/1/2003	Present	Present	Rosa	Urboreal	136119032510	136119032510	Managing Director of Operations	Urboreal	rosalinda@rccta.org	5658 Bear Lane, Corpus Christi, TX 78405 USA	
Regional Transportation Authority of Pinol County (RTA)	Seamless Regional Transit Corridor Service	5/1/2009	Present	1/31/2014	Jeremy	Paqueo	1520179210931417	1520179210931417	Transit Services Director	Paqueo	jpaqueo@rcat.net	177 N Church Ave., Suite 405, Tucson, AZ 85701	



MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Agency	Contract Description	Start Date	End Date	Status	Route	Contract Manager	Agency Contact	Agency Phone	Agency Email	Agency Address
Regional Transportation Commission of Southern Nevada	Operation and Maintenance of Fixed Route Transit Services for A	7/7/2013		Present	Fixed Route	M.I.	Maynard	(702) 266-1778	maynardm@rtcnv.com	100 S. Grand Central Parkway Room 108, Las Vegas, NV 89106-4572 USA
Regional Transportation Commission of Southern Nevada	Senior Transportation Services	8/3/2014		Present	Multimode	M.I.	Maynard	(702) 266-1778	maynardm@rtcnv.com	100 S. Grand Central Parkway Room 108, Las Vegas, NV 89106-4572 USA
Regional Transportation Commission of Washoe County	RTC Ride Fixed Route Services Operations and Maintenance Access A Ride ADA Paratransit Services	7/1/2011		Present	Fixed Route	Ler	Gibson	(775) 348-0400	lgibson@rttwashoe.com	2050 Villanova Drive, Reno, NV 89502
Regional Transportation District (RTD Denver)	School Bus Transportation Services	11/2/2002		Present	Paratransit	Larry	Butler	(303) 299-2152	larry.butler@rtddenver.com	1600 Blake Street, Denver, CO 80202
Resonance	3-Plaker Transit Info Call Center	8/31/2003		Present	Schoolbus	Brian	Normale	(303) 271-4777	bnormale@resonance.com	6300 South Lewiston Way, Aurora, CO 80016
Rotaville	Rotaville Transit Systems Bridge Property Management Company	11/3/2013		Present	Call Center	Mike	Wison	(916) 774-5480	m.wison@rotaville.ca.us	401 Vernon, Roseville, CA 95678
Rotaville	Rotaville Transit Systems Bridge Property Management Company	7/1/2001		Present	Multimode	Mike	Wison	(916) 774-5400	m.wison@rotaville.ca.us	401 Vernon, Roseville, CA 95678
Rotaville	Rotaville Transit Systems Bridge Property Management Company	7/1/2003		Present	Private (Corporate) Shuttle	Lenne	Chavert	(415) 889-1111	lchavert@bridgehousing.com	345 Spear Street, Suite 700, San Francisco, CA 94105
Sacramento Municipal Utility District (SMUD)	Revan County Transit SMUD Shuttle	8/1/2003		Present	Multimode	Gary	Price	(704) 216-8888	gary.price@rcwan.com	2716 Old Concord Rd, Salisbury, NC 28146
Salem Area Mass Transit District (Salem Keizer Transit)	Translink Call Center	1/1/2014		Present	Public Shuttle	Pamela	De	(503) 732-6292	pamela.de@smud.org	6201 S Street Mail Stop B100, Sacramento, CA 95852
Salem Area Mass Transit District (Salem Keizer Transit)	Operation of Transportation Services	6/28/2010		Present	Paratransit	Alain	Pelick	(503) 588-2424	pelicka@chemrols.org	Suite 100, Salem, OR 97301 US
San Antonio Regional Center (SARC)	San Antonio Regional Center	6/29/2010		Present	Fixed Route	Alain	Pelick	(503) 588-2424	pelicka@chemrols.org	Suite 100, Salem, OR 97301 US
San Antonio Regional Center (SARC)	San Antonio Regional Center	10/1/1997		Present	Regional Center	Jeff	Darling	(408) 441-3540	salsar@basc.org	300 Orchard City Drive, Suite 170, Campbell, CA 95008
San Benito County Local Transportation Authority	San Benito County Express Transportation Services for Seniors and Mentally Disabled	9/1/2001		Present	Paratransit	Susan	Harris	(831) 441-3432	susan.harris@basc.org	300 Orchard City Drive, Suite 170, Campbell, CA 95008
San Francisco	San Francisco Mission Street Shuttle	1/1/2001		Present	Multimode	Ella	Rheinbecker	(831) 636-4160	ella@ambn-tnc.org	330 Yates Road, Suite C7, Hollister, CA 95023
San Francisco Recreation & Parks Department	Golden Gate Park Shuttle	11/1/2008		Present	Paratransit	David M.	Curtis	(415) 557-5581	david.curtis@sf.gov	1650 Mission Street, San Francisco, CA 94103
San Francisco Unified School District (SFUSD)	Specialized Bus Transportation	2/5/2012		Present	Fixed Route	Mary	Jaber	(415) 554-9821	mary.jaber@sfusd.org	25 Van Ness Ave, Suite 400, San Francisco, CA 94102
San Joaquin Regional Transit District (SJRTD)	County Transportation Services (Measure B Paratransit Services (The Shuttle and Medical Trips))	9/1/2010		Present	Fixed Route	Sharon	Miller	(209) 948-8516	smiller@sanjoaquinrt.com	421 East Weber Avenue, 2nd Floor, Stockton, CA 95201
San Joaquin Regional Transit District (SJRTD)	County Transportation Services (The Shuttle and Medical Trips)	8/1/2007		Present	Devised Fixed Route	Kimberly	Overson	(510) 577-7985	koverson@sjrt.com	1000 Shirley St., San Francisco, CA 94129
San Leandro Transit Management Organization (SLTMO)	SLTMO's Teen Medical Center Shuttle	5/1/2001		Present	Public Shuttle	Gordon	Gavin	(510) 483-9176	gordongavin@home.com	202 Davis Street, San Leandro, CA 94577
San Mateo County Transit District (San Mateo County Transit District)	San Mateo County Transit District	11/8/2003		Present	Paratransit	Mary	Vopakis	(650) 573-2541	mvoakes@sanmateo.ca.us	225 37th Avenue, Room 205, San Mateo, CA 94403
San Mateo County Transit District (San Mateo County Transit District)	San Mateo County Transit District	9/29/2001		Present	Multimode	Ashish	John	(650) 508-6490	john@slamtrans.com	1250 San Carlos Ave., San Carlos, CA 94070, 1304
San Mateo County Transit District (San Mateo County Transit District)	San Mateo County Transit District	9/16/2000		Present	Fixed Route	Ashish	John	(650) 508-6490	john@slamtrans.com	1250 San Carlos Ave., San Carlos, CA 94070, 1304
San Pedro Property Owners Alliance	San Pedro Property Owners Alliance	10/1/2012		Present	Fixed Route	Stephen	Roberts	(310) 832-2193	thomas.schwarz@rcschambsburg.us	101 Schambsburg Court, Schambsburg, IL 60193 USA
Sanjour	Sanjour Transit System	1/1/2007		Present	Multimode	Tom	Schwan	(410) 621-8462	tom@sanjour.com	390 W. 7th Street, San Pedro, CA 90731
Santa Clara	Santa Clara	1/1/2008		Present	Fixed Route	Bene	Regina	(408) 361-4610	rene@basc.org	1218 Drexel Street, San Jose, CA 95110
Santa Monica	Santa Monica	4/1/2008		Present	Paratransit	Patrick	Campbell	(310) 451-5444	patrick.campbell@sanjour.net	1712 4th Street, Santa Monica, CA 90401
Santa Rosa	Santa Rosa	11/1/2002		Present	Paratransit	Anita	Winkler	(707) 543-3333	awinkler@cityofsr.com	Santa Rosa, CA 95402, 1678
Savannah-Chatham County Public Schools	Student Transportation Services	7/1/2015		Present	Schoolbus	Tammy	Petkus	(912) 395-2773	tammy.petkus@scps.com	Support Services, Savannah-Chatham County Public School System 208 Bul Street, Room 712, Savannah, GA 31401, US
Schaumburg	Dial a Ride (DART) Service	6/1/2011		Present	Paratransit	Richard	Bazzombi	(847) 973-3862	rbazzombi@cschaumburg.us	101 Schambsburg Court, Schambsburg, IL 60193 USA

MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

Agency	Contract Description	Start Date	End Date	Contract Status	Vehicle Type	Contract Manager	Contact Name	Phone	Fax	Email	Address
School District of Philadelphia	School Bus To Train and Charter Transportation Services	7/17/2013	Present	Present	Schoolbus	Contract Manager	Alison Paul	(215) 400-6103	(215) 400-6181	alipaul@phildist.org	440 N Broad Street, Philadelphia PA 19130, Philadelphia, PA 19130 USA
Shore Line	Four Seasons Connection & White Mountain Connection	7/17/2003	Present	Present	Deviated/Fixed Route	Transit Supervisor/ Grants Administrator	Birnsbal Jay	(928) 532-4093	(928) 532-4029	jay_birnsbal@shoreline.il.us	530 North 9th Place, Shaw Low, AZ 85901
Solano County Transit (SolTrans)	Operation of Fixed Route and Paratransit Transit Service (SoftTies)	7/17/2011	6/30/2013	Present	Multimode	Temporary Transportation Superintendent	Jeannine Woolley	(707) 533-2224	(707) 648-4260	mwoolley@cityvallejo.ca.us	331 Sacramento St, Valpar, CA 9459C
South Coast British Columbia Transportation Authority	North of Fraser, South of Fraser, and Maple Ridge/ Alderbrook Shared Ride Program (SRP) in Philadelphia County	1/17/2009	Present	Present	Paratransit	Manager Business Development & Contract Services	Ashworth Merrilee	(778) 335-7342		merrilee.ashworth@translink.ca	440 787 Nelson's Court, New Westminster, BC V3L 0E7 Canada
Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	7/29/2011	Present	Present	Paratransit	Contract Administrator, Procurement & Contracts Department	Reagan John	(215) 880-8165		jherrigan@septa.org	1224 Market St, Philadelphia, PA 19107
Southeastern Pennsylvania Transportation Authority (SEPTA)	SEPTA ADA Paratransit Service in Bucks County	3/17/2006	Present	Present	Paratransit	Contract Administrator, Procurement & Contracts Department	Reagan John	(215) 880-8160		jherrigan@septa.org	1224 Market St, Philadelphia, PA 19107
Southwest Ohio Regional Transportation Authority (SORTA)	Specialized Transportation/Paratransit Service	3/17/2002	Present	Present	Paratransit	Contract Administrator, Procurement & Contracts Department	Reagan John	(215) 880-8160		jherrigan@septa.org	1224 Market St, Philadelphia, PA 19107
Spokane Transit	31A Paratransit Demand Responsive Service	1/17/2013	Present	Present	Paratransit	Director of Paratransit	Aulick Lisa	(509) 335-7581		laurick@spmetro.com	602 Main Street, Suite 1100, Cincinnati, OH 45202
St. Andrew's Kim Keeran Church	St. Andrew's Church City of St. John's Paid Transit Services	2/17/2008	Present	Present	Public Shuttle	Paratransit Contract Manager	Tabornt Patricia	(509) 335-6018		ptabornt@spokane Transit.com	1230 W Boone Avenue, Spokane, WA 99201 USA
Suburban Bus Division of the Regional Transportation Authority (RTA)	Fixed Route Bus Service in the Wheaton Area	5/16/2008	Present	Present	Fixed Route	Director	Kim Kiana	(630) 553-9434		mayhaff@rt1@gmail.com	6226 Camden Street, Oakland, CA 94605
Suburban Bus Division of the Regional Transportation Authority (RTA)	Fixed Route and feeder service (Routes 661, 665, 668 & 669 (Wheaton Feeder))	8/24/2014	Present	Present	Fixed Route	Accessibility Coordinator	Ralph Susan	(709) 570-2131	(709) 576-8564	sralph@rt1johns.ca	PO Box 908, St John's, NL A1C 5M2
Suburban Bus Division of the Regional Transportation Authority (RTA)	North Cook County ADA Paratransit Services	4/17/2013	Present	Present	Paratransit	Project Manager	Midaghy Jim	(630) 717-9818		jim.mulhagh@pacebus.com	147 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661 USA
Suburban Bus Division of the Regional Transportation Authority (RTA)	Paratransit Services in Cook County	9/17/2003	6/28/2015	Present	Paratransit	Project Manager	Cumstock Randy	(312) 341-8063		randy.cumstock@pacebus.com	550 W. Algonquin Rd., Arlington Heights, IL 60005
Suburban Bus Division of the Regional Transportation Authority (RTA)	City of Chicago Paratransit	3/19/2008	Present	Present	Paratransit	Division Manager	Williams Sally Ann	(312) 341-8020	(312) 341-8050	sallywilliams@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661
Suburban Bus Division of the Regional Transportation Authority (RTA)	Page South Cook County	2/17/2003	Present	Present	Paratransit	Division Manager	Williams Sally Ann	(312) 341-8020	(312) 341-8050	sallywilliams@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661
Suburban Bus Division of the Regional Transportation Authority (RTA)	Paratransit Services in DuPage County	7/17/2010	6/27/2015	Present	Paratransit	Division Manager	Williams Sally Ann	(312) 341-8020	(312) 341-8050	sallywilliams@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661
Suburban Bus Division of the Regional Transportation Authority (RTA)	PACE West Cook County ADA and Non-ADA, El Grove Oak, Terlen Oak, and Village	3/17/2000	Present	Present	Paratransit	Regional Manager Paratransit/Volunteer	Greeninger Tom	(847) 228-4723	(847) 364-0240	tom.greeninger@pacebus.com	550 W Algonquin Rd., Arlington Heights, IL 60005
Thousand Oaks	Thousand Oaks Transit	1/17/2004	Present	Present	Multimode	Transportation Analyst	Houser Mike	(805) 376-5063	(805) 498-4341	mhouser@tsoks.org	1993 Ramona Conejo Road, Thousand Oaks, CA 91320 US
Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	7/17/2001	Present	Present	Multimode	Management Analyst II	Loyell Ed	(209) 831-6204	(209) 831-6218	ed.loyell@tracy.ca.us	50 E. 6th Street, Tracy, CA 95376
Tulare	Tulare County Area Transit (TCAT) Management and Operation of the City of Tulare Transit System	10/17/2006	Present	Present	Multimode	Area Transit Manager	Fox Dan	(559) 624-7180	(559) 740-4448	dan@tcata.tulare.ca.us	5361 S. Money Blvd., Visalia, CA 93277-9324
Tulare	Tulare IntraMetropolitan Transit System	7/17/2004	Present	Present	Multimode	Finance Director	Thompson Darlene	(559) 684-4227	(559) 685-5691	dthompson@city.tulare.ca.us	411 East Kern Ave, Tulare, CA 91342
Union City	Union City Transit	7/17/2000	Present	Present	Multimode	Transit Manager	Wilson	(530) 675-5620	(530) 675-9883	wilson@unioncity.org	3450 7th Street, Union City, CA 94587
University of Colorado	University of Colorado Shuttle Bus Service	6/17/2012	Present	Present	University/College Shuttle	Manager of Planning and Transportation	Burbie Kerrie	(303) 724-0039		kerrie.burbie@colorado.edu	1947 W. Waring Street, Aurora, CO 80015
University of Kansas	Transportation Services: Fixed Route, Paratransit, Safe Ride, Safe Bus, & Events	8/17/2007	Present	Present	Multimode	Assistant Director of Parking & Transit	Kaiser Dancy	(785) 864-7435	(785) 864-5220	dtkaiser@ku.edu	1501 Irving Hill Road, Lawrence, KS 66045 USA
Utah Transit Authority (UTA)	ADA Complimentary Paratransit and Route Deviation Providers (Special Transportation Special Needs) for the San Francisco VA Medical Center	9/17/2004	Present	Present	Paratransit	Manager of Paratransit Services	Wall Joyce	(801) 287-3177	(801) 287-4565	joywall@utah.gov	3600 S 2700 W, Salt Lake City, UT 8413C
VA Northern California Health Care System	Valley Mountain Regional Center	10/17/1998	Present	Present	Paratransit	Benefits Manager	Gottschal Kelly	(415) 750-6613	(209) 473-0256	kathy.gottschal@va.gov	4155 Clement Street, San Francisco, CA 94124
Valley Mountain Regional Center	Valley Ride Transit System	6/17/1997	Present	Present	Regional Center Management	Community Service Transportation Manager	Murray Wilma	(209) 955-3244	(209) 473-0256	wmurray@vmt.net	702 W Aurora Street, Stockton, CA 95202
Valley Regional Transit	Valley Ride Transit System	8/17/2010	Present	Present	Management	Transportation Director	Sakren Bruce	(209) 846-8347 ext. 8235	(209) 846-8564	bsakren@valleyregionaltransit.org	700 NE 2nd St, Ste. 100, Meridian, ID 83443
Valley Regional Transit	Meridian Solstice Passenger Service	9/17/2014	9/30/2015	Present	Fixed Route	Transportation Director	Sakren Bruce	(209) 846-8547 ext. 4274	(209) 846-8564	bsakren@valleyregionaltransit.org	700 NE 2nd St, Ste. 100, Meridian, ID 83443
Ventura County Transportation Commission	Heritage Valley	3/17/2015	Present	Present	Fixed Route	Program Manager - Transit Services	Bonifas Aaron	(805) 642-1591 ext.121		abonifas@povventura.org	950 County Square Drive, Suite 207, Ventura, CA 93007
Verbo, Inc.	DMAS Group Van Services	5/17/2012	9/31/2014	Present	Paratransit		Soto Marc	(415) 351-7010		marc_soto@verboincinfo.com	



MV Contracts for the Previous Three Years

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES


Agency	Contract Description	Start Date	End Date	Contract Status	Agency Name	Agency Address	Agency City	Agency State	Agency Zip	Agency Phone	Agency Email
Verola, Inc.	San Francisco Access	1/8/2012	8/31/2014	Paratransit	Marc	Soto	Soto	CA	4151317010	(415) 351-7010	marc.soto@verolainc.com
Verola, Inc.	SEMA Group Van Services	5/1/2012	8/31/2014	Paratransit	Marc	Soto	Soto	CA	4151317010	(415) 351-7010	marc.soto@verolainc.com
Verola, Inc.	SF Paratransit Shoring Shuttle	8/10/2012	negotiated contract ext.	Paratransit	Marc	Soto	Soto	CA	4151317010	(415) 351-7010	marc.soto@verolainc.com
Verola, Inc.	East Bay Paratransit Consortium	9/18/1996	Present	Paratransit	Mary	Rowlands	Rowlands	CA	(510) 893-9349	(510) 446-2092	mary.rowlands@verolainc.com
Veteran Affairs	ABA Paratransit Services for AC Transit and DART	6/6/2014	Present	Paratransit	Terrene	Reed	Reed	CA	(708) 202-8387 ext. 21593		terrene.reed@va.gov
Vitalia	Hines VA Hospital	9/1/2003	Present	Paratransit	Moshy	Con	Con	CA	(959) 713-4100	(559) 713-4815	moshy@vitalia.ca.us
Wake County Human Services	Wake Coordinated Transportation Service (WCTS)	7/1/2003	Present	Paratransit	Don	Wilks	Wilks	NC	(919) 250-3529		donwilks@wakegov.com
Washington County Transportation Authority	Fired Route Service	7/1/2014	Present	Fired Route	Joe	Thomas	Thomas	PA	(724) 233-2442		Washington City, PA
Washington Metropolitan Area Transit Authority (Metro)	MetroAccess Operational Control Center	7/1/2013	Present	Call Center	Christian	Kent	Kent	DC	(202) 862-2100		Department of Access Services 600 Fifth Street NW, Washington, DC 20001
Washington Metropolitan Area Transit Authority (Metro)	MetroAccess Paratransit Services for Maryland, Virginia and Washington D.C.	3/1/2006	7/1/2013	Paratransit	Christian	Kent	Kent	DC	(202) 862-2100		Department of Access Services 600 Fifth Street NW, Washington, DC 20001
Wells Fargo Bank N.A.	Wells Fargo Employee Shuttle Services	9/1/2004	Present	Private (Corporate) Shuttle	Christina	Davis	Davis	CA	(925) 686-7438	(925) 685-3387	christina@wellsfargo.com
West Hollywood	Fired Route, Cal A Ride and Trolley Transportation Services	7/1/2003	Present	Multimodal	Perr Staine	Goodman	Goodman	CA	(323) 848-6370	(323) 848-6565	dfloodman@weho.org
West Hollywood	T/C Door to Door Service	10/1/2013	Present	Paratransit	Perr Staine	Goodman	Goodman	CA	(323) 848-6370	(323) 848-6565	dfloodman@weho.org
Western Contra Costa Transit Authority (WestCAT)	WestCAT	7/1/2000	Present	Multimodal	Charley	Anderson	Anderson	CA	(510) 724-3331	(510) 724-5553	charley@westcat.org
Wilson	Wilson County Coordinated Transportation Services	5/11/2007	1/31/2016	Paratransit	Mignon	Surge	Surge	NC	(252) 399-2817	(252) 399-2770	msharpe@wilson-co.com

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name MV Transportation, Inc.
Address 5910 N. Central Expressway, Suite 1145, Dallas TX 75206
Internal Revenue Service Employer Identification Number 94-2491705

In accordance with Los Angeles County Code, Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer MV Transportation, Inc.	
Authorized representative Amy Barry, Assistant Secretary	
Signature 	Date May 27th, 2016

**LIST OF SUBCONTRACTORS**

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

***No Subcontractors are allowed to meet any Minimum Requirements.***

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRMNAME: MV Transportation, Inc.

My County (WebVen) Vendor Number: 11124801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: N/A**

As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 20,319 (19,662 in EEO-1, 9/2015)						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	Please see attached Employer Information Report.					
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed. \*Numbers represent ownership of >5%.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	48.9 %
Women	21.8 %	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Amy Barry	Title: Assistant Secretary	Date: June 13, 2016
------------------------------------	-------------------------------	------------------------

CO# BG03503  
 U# BG03503

**EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2**

**SECTION B - COMPANY IDENTIFICATION**

1. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

2. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

**SECTION C - TEST FOR FILING REQUIREMENT**

1-N 2-N 3-N DUNS NO.:104183132 EIN :942491705

**SECTION D - EMPLOYMENT DATA**

G. Y

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 485991 Special Needs  
 Transportation

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AMERICAN AMERICAN	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	BLACK OR AMERICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES				
EXECUTIVE/SR OFFICIALS & MGRS	2	0	11	1	0	0	0	0	0	0	0	1	0	0	0	20
FIRST/MBD OFFICIALS & MGRS	154	82	330	241	25	4	25	8	177	3	146	177	3	6	1	1210
PROFESSIONALS	9	6	23	13	3	0	3	0	8	0	30	8	0	1	0	94
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	135	1194	95	165	4	26	4	13	801	311	801	13	48	3	40	2843
CRAFT WORKERS	254	1	208	162	13	46	3	12	2	3	2	0	0	0	0	704
OPERATIVES	2104	1028	2179	3440	83	656	38	163	2923	797	2923	53	70	26	129	13689
LABORERS & HELPERS	123	45	63	116	6	21	0	6	16	18	16	0	1	1	1	417
SERVICE WORKERS	16	84	24	100	5	3	1	8	351	45	351	18	12	3	15	685
TOTAL	2797	2440	2933	4238	119	780	46	224	4279	1353	4279	87	139	34	193	19662
PREVIOUS REPORT TOTAL	2757	2094	2938	3740	137	820	58	230	3199	1284	3199	99	145	41	167	17709

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 08/15/2015 THRU 08/28/2015

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: EBONI CURRY  
 EEO-1 REPORT CONTACT PERSON: EBONI CURRY  
 EMAIL: EBONI.CURRY@MVTRANSIT.COM

TITLE: HRIS SPECIALIST  
 TITLE: HRIS SPECIALIST  
 TELEPHONE NO: 9723914636

CERTIFIED DATE[EST]: 02/10/2016 02:36 PM

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

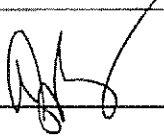
YES (subject to verification by County)  NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES  NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES  NO  N/A (Program not available)

Signature Amy Barry 	Title Assistant Secretary
Firm Name MV Transportation, Inc.	Date May 27th, 2016

## TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within ten business days of issuance of the solicitation document***

Proposer Name: MV Transportation, Inc.	Date of Request: N/A
Project Title: Los Angeles County, Public Works Department, Fixed Route and Dial-A-Ride Services	Project No. 2016-SQPA001

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

MV Transportation, Inc.  
 Company Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206  
 Address

94-2491705  
 Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES**

**NO**


Proposer or Contractor has examined its activities and determined that  ( X )  ( )  
 it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

**YES**

**NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.  ( )  ( )

  
 Signature

May 27th, 2016  
 Date

Gunny Barry, Assistant Secretary  
 Name and Title (please type or print)



## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: MV Transportation, Inc.		
COMPANY ADDRESS: 5910 N. Central Expressway, Suite 1145		
CITY: Dallas	STATE: TX	ZIP CODE: 75206

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a nonprofit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- I have submitted my three most recent annual tax returns with my application.
- I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Amy Barry	TITLE: Assistant Secretary
SIGNATURE: 	DATE: May 27th, 2016

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: MV Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE  \_\_\_\_\_

DATE: May 27th, 2016

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: MV Transportation, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

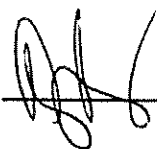
- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Please see attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Proposer:  Date: May 27th, 2016

### **Attachment to Form PW-15 – Proposer’s Pending Litigations and Judgments**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers’ compensation and employment-related claims in the settlement or claims process. The company’s legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the Los Angeles County, Department of Public Works, requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION  
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)

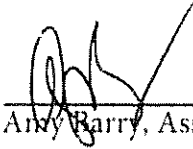
MV Transportation, Inc.

Proposer's Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: 

Andy Barry, Assistant Secretary

Date: May 27th, 2016

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.


To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Amy Barry	Title: Assistant Secretary
Signature: 	Date: May 27th, 2016

**REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

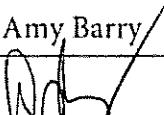
Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

**I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.

**I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: MV Transportation, Inc.	County Webven No. 11124801
Print Authorized Name: Amy Barry	Title: Assistant Secretary
Authorized Signature: 	Date: May 27th, 2016

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ  
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)**

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**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and may not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFSQ, any inconsistencies or inaccuracy in the information provided in this form, or this form and your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County.

**At the time of proposal submission, Proposer must meet the following Minimum Mandatory Requirements:**

**No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.**

1. The Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies).

Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Proposer Name	Dates of Experience (Mth/Yr to Mth/Yr)	Type of Transit Service	Detail Description of Services/Experience	Page Number*
			Please see the attached table of service experience.	14

\*List the page number in the proposal containing the proposer's experience.

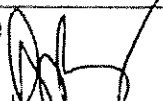
No. Proposer does not meet the experience requirement stated above.



The Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]).

- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or recieved a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and did not upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and did not upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title Amy Barry
Firm Name MV Transportation, Inc.	Date May 27th, 2016

**Attachment to Form PW-19 -  
Proposer's Compliance with the Minimum Requirements of the RFP**

**1. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV's minimum 3 years of experience in providing same or similar fixed route or paratransit services to government or social service agenc(ies).

Name of Service	Dates of MV- Provided Service	Years' MV Experience
DowneyLINK	Since 2002	12
King Medical Center Shuttle	Since 2011	3
Cerritos COW	2004-2013	9
LADOT Package 5b	2005-2013	8



**DISPLACED TRANSIT EMPLOYEE DECLARATION**

**To Be Completed During IFB**

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

- that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

OR

- that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature	Title
Firm Name	Date

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

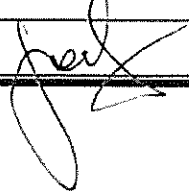
Company Name: MV Transportation, Inc.		
Company Address: 5910 N. Central Expressway, Suite 1145		
City: Dallas	State: CA	Zip Code: 75206
Telephone Number: 972-391-4600	Facsimile Number: 707-4464177	Email Address: joe.escobedo@mvtransit.com
Awarding Department: Department of Public Works		Contract Term: TBD
Type of Service: Fixed Route and Dial-A-Ride Transit Services		
Contract Dollar Amount: TBD		Contract Number (if any): 2016-SQPA001
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (attach all documentation that supports your claim to this form). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (attach agreement); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

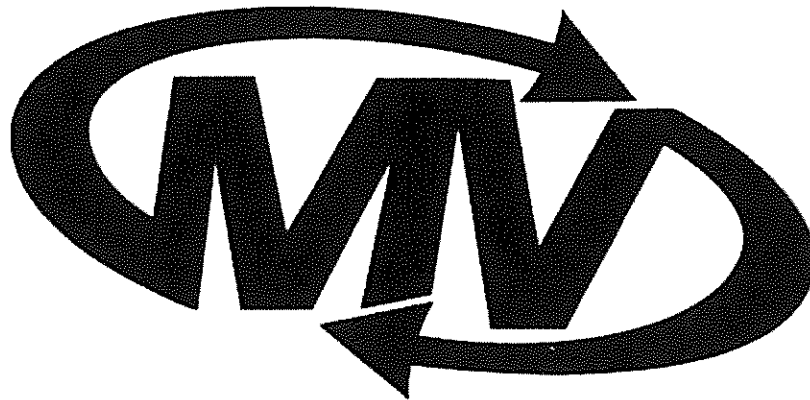
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Joe Escobedo	TITLE: Senior Vice President
SIGNATURE: 	DATE: May 20, 2016

**AGREEMENT  
BETWEEN**

**MV TRANSPORTATION INC.**



**AND**

**TEAMSTERS LOCAL 848**

**PARAMOUNT**

**DRIVERS, ROAD SUPERVISORS AND DISPATCHERS**

**July 1, 2014 through June 30, 2017**

## Table of Contents

ARTICLE 1 – TERM OF AGREEMENT	4
ARTICLE 2 – RECOGNITION	4
ARTICLE 3 – PARTICIPATION	5
ARTICLE 4 – MANAGEMENT RIGHTS	6
ARTICLE 5 – REPRESENTATIVES' RIGHTS	9
ARTICLE 6 – BULLETIN BOARDS	10
ARTICLE 7 – COMPLIANCE WITH LAW	11
ARTICLE 8 – AFFIRMATIVE ACTION	11
ARTICLE 9 – NO STRIKE, NO LOCKOUT	12
ARTICLE 10 – DISCIPLINE	12
ARTICLE 11 – GRIEVANCE PROCEDURE	18
ARTICLE 12 – CATEGORIES OF EMPLOYEES	21
ARTICLE 13 – HOURS OF WORK & PAY	21
ARTICLE 14 – SENIORITY	23
ARTICLE 15 – DRIVER BIDDING	26
ARTICLE 16 – ROAD SUPERVISOR AND DISPATCHER BIDDING	28
ARTICLE 17 – DRUG AND ALCOHOL PROGRAM	29
ARTICLE 18 – BREAKS & LUNCHES	29
ARTICLE 19 – COMPLETE AGREEMENT	31
ARTICLE 20 – AUTHORIZED DEDUCTIONS	32

<b>ARTICLE 21 – ITEMIZED STATEMENTS</b>	<b>32</b>
<b>ARTICLE 22 – JURY DUTY</b>	<b>33</b>
<b>ARTICLE 23 - FUNERAL LEAVE</b>	<b>33</b>
<b>ARTICLE 24 – LEAVES OF ABSENCE</b>	<b>34</b>
<b>ARTICLE 25 – TRANSFER RIGHTS</b>	<b>35</b>
<b>ARTICLE 26 – SANITARY CONDITIONS</b>	<b>35</b>
<b>ARTICLE 27 – PARKING</b>	<b>36</b>
<b>ARTICLE 28 – BONUS/INCENTIVE PROGRAMS</b>	<b>36</b>
<b>ARTICLE 29 - SAVINGS CLAUSE</b>	<b>36</b>
<b>APPENDIX “A” - WAGES</b>	<b>38</b>
<b>APPENDIX “B” - BENEFITS</b>	<b>42</b>
401 (K) PLAN - TEAMSTER PENSION PLAN	42
PAID HOLIDAYS	42
HEALTH INSURANCE	43
PAID VACATION / PTO	45
PAID PERSONAL LEAVE	47
SIGNING BONUS	47



## ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective January 11, 2015, by and between MV Transportation, INC. (hereinafter referred to as the “Company”) and Teamsters Local Union Number 848, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 – RECOGNITION

Section 2.1 – Bargaining Representative: The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 – Covered Employees: All drivers, Road Supervisors, and Dispatchers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations, and in accordance with Article 2, Section 3 of this agreement.

1. City of Lynwood
2. Norwalk
3. Athens/Lennox
4. City of Compton
5. City of Downey
6. Firestone/Florence
7. WillowBrook (Fixed Route)
8. Willowbrook (Para-Transit)
9. Lawndale
10. Avocado Heights

All located at: 7209 Rosecrans, Paramount, CA 90723

11. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

12. Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 – New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### ARTICLE 3 – PARTICIPATION

Section 3.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership. An employee assigned to a covered classification who is employed by the Company during the term of this agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation

fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company. The Union agrees that there shall be no demand for termination of any employee who has not first been contacted by the Union within 30 days before a 7 day notice is sent to the employee. A copy of the 7 day notice must be sent to the Company and the employee seven days before any demand for termination may be made. And no employee shall be terminated under the terms of this Article who has not first received a 7 day notice from the union.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested

exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 – Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the “Client.” The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to

attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4 – Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – REPRESENTATIVES' RIGHTS**

Section 5.1 – Recognition of Shop Stewards: As a general rule, the Union may designate, and the Company will recognize, not more than one (1) Shop Steward from within the bargaining unit per fifty (50) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. However, for locations where there are less than fifty (50) bargaining unit employees permanently assigned to that facility, the Union may designate only one (1) Shop Steward. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name. Each Shop Steward will be permitted to designate one alternate Shop Steward who shall only be permitted to perform the duties of Shop Steward in their absence.

Section 5.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 848 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation: During normal business hours, the Union Business Agent or other authorized officer of the Local will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union Business Agent shall make his presence known to the General Manager (GM) or his designee upon arrival at the Division. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee. In the event that the Union Business Agent needs to conduct business at a Division location not under the current supervision of the GM the Business Agent shall call the GM or his designee upon arrival at that Division location. The Union Business Agent will suspend the conduct of Union business at an unsupervised Division location in the event it is determined by management that the presence of the General Manager is required in order to conclude that business in an orderly and businesslike manner.

## **ARTICLE 6 – BULLETIN BOARDS**

Section 6.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-

supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 – COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 8 – AFFIRMATIVE ACTION**

Section 8.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.



## ARTICLE 9 – NO STRIKE, NO LOCKOUT

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 9.3 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## ARTICLE 10 – DISCIPLINE

Section 10.1 - Disciplinary Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Weingarten Rights. It is understood that MV Transportation will comply with the Weingarten Decision with respect to its employee's rights to union representation. When a disciplinary meeting is conducted, and a request is made by a member of the bargaining unit for union representation in compliance with the Weingarten decision, a union steward shall be permitted to attend that meeting. In the absence of a Union Steward, the employee may request another available bargaining unit employee sit in on the meeting. If Union representation is waived, the Company shall make a written note of that waiver and attempt to have that note signed by the employee.
- (f) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline: Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. Disciplinary actions resulting in suspension and/or termination shall be for just cause only. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

- First Violation: Policy review / documented verbal counseling.
- Second Violation: First Written Warning Notice.
- Third Violation: Final Written Warning Notice.
- Fourth Violation: Dismissal From Employment With Company

The definition “first”, “second”, “third” and “fourth” violation above shall mean the violation of any similar or related rule or combination of rules. “Similar or related” would be a violation of any single step or action in a larger procedure or activity (eg. pre-trip, schedule adherence, proper uniform, workplace behavioral problems, customer service, workplace policies/procedures, etc). An employee will have his record cleared of each violation after 12 months using a rolling twelve (12) month time period.

The MV Employee Handbook policies for Attendance, Safety and Incident, Substance Abuse and Misuse, and Major Work Rule violations shall constitute “just cause” and be considered proper and/or progressive discipline for violations as stated in those sections of the Handbook with the exceptions of:

1. Additionally, the disciplinary terms contained in the Company’s agreed upon cell phone use policy shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.
2. Also, the disciplinary terms contained in the Company’s agreed upon Drive-Cam Policy shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express

written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual

orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.

- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup while performing para-transit work duties.
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.
- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.

(n)Gross insubordination or refusal to perform assigned work.

(o)Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 10.5 – Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On two (2) occasions in any rolling (12) twelve month period, an employee shall be excused from work for a verifiable illness without the assessment of an attendance point when that employee meets both of the following conditions:

1. The absence is reported to supervision or dispatch at least (1) one hour prior to the start of their shift.
2. The employee presents a valid doctors excuse dated and signed by a doctor practicing in the U.S., releasing the employee from work on the actual day, or consecutive days for the entire period of absence up to (5) five days.

Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7 – Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make

every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle. A final determination as to the safety of all Company equipment shall be determined by management or their authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

Section 11.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

### **STEP 1**

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager

or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

## STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

- (a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.
- (b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

## STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.



- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## ARTICLE 12 – CATEGORIES OF EMPLOYEES

Section 12.1 – Regular Full-Time. Employees whose regular scheduled bid is at least thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time. Employees whose regular scheduled bid is less than thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than thirty-two and one half (32.5) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change. Part-time employees may be requested to work more than thirty-two and one half (32.5) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

Section 12.5 – Cross-Utilization. It is agreed to by the parties that all employees in the bargaining unit may, from time to time be required to perform dispatch, road supervisor, or driver duties, provided they are qualified to perform the work assignment. Additionally, employees may be called upon to perform work as stated above, on any revenue agreement within Division 14, Paramount, as listed in "Article 2, Recognition" of this agreement.

## ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – Driver Pre-trip Duties: Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around

inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. Each employee shall be allowed a five (5) minute "grace period" for every sign-on. Employees shall not be penalized for signing on five (5) minutes or less after their Scheduled Report Time.

Section 13.2 – Driver Post-trip Duties: An operator's paid time ends after their last trip is performed and the vehicle is refueled (if required), returned to the yard, the vault is pulled (if required), and the post-trip is completed, and all required paperwork is completed and turned in. It shall be considered a major violation of Company Work Rules, and subject to discipline up to and including termination, to intentionally and unnecessarily extending "dead head" time when returning to the yard and/or the completion of any and all post-trip duties.

Section 13.3 – All Employee Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 – Overtime.

- a) Drivers: Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.
- b) Road Supervisors and Dispatchers: Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).

Section 13.6 – Driver Scheduled Hours – Fixed Route. The Company agrees not to make arbitrary changes to existing bid routes. Changes may be made during general bids as stated in Article 15 of this agreement. However, changes may be made when caused by an act of God, natural disaster, when mandated by the client, to maintain the efficiency of operations as determined by management, or to meet other verifiable operational needs beyond the control of the employer. The Company shall not abolish existing routes solely for the purpose of moving work to part-time positions.

In the event that changes to a given route need to be made due to one of the reasons stated above, the Company agrees to eliminate and revise the affected route or routes. The revised route or routes shall then be bid in accordance with the Bidding Article section entitled "Single Open Piece of Work".

**13.7 – Driver Scheduled Hours – Para-transit:**

Due to the nature of Para-transit work, there shall be no guaranteed hours per day or per week.

**13.8 – Driver Standby Assignment:**

Drivers working standby shall be guaranteed two (2) hours per scheduled report.

**13.9 – Road Supervisor and Dispatcher Scheduled Hours:** Section 13.5 - Scheduled Hours: Regular shifts will normally be eight (8) hours in five (5) work days (or 5/8's). However, the parties agree that the Company may create alternative workweek schedules that are available for bid. Alternative work schedules will consist of four ten-hour days (4/10 shifts).

## **ARTICLE 14 – SENIORITY**

Section 14.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List:

- a) Driver: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.
  
- b) Road Supervisor and Dispatcher: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. Each yard will have a separate seniority list. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
  
- (b) Discharge for just cause.

- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

Section 14.9 – Road Supervisor/Dispatcher Seniority. Initial Supervisors / Dispatchers bidding seniority shall be in the order it is currently in at the time of ratification. As new supervisor/dispatchers are hired or promoted, those employees shall be placed in the order of their arrival into the Road Supervisor/Dispatcher classification for seniority purposes. If more than one employee starts on the same day, seniority order shall be determined in the following manor. Road Supervisors and Dispatchers shall be considered the same classification for the purposes of this agreement.

1. Earliest Current Union employee seniority date
2. Earliest Company adjusted hire date
3. Lottery system. Draw numbers out of a hat

For benefit purposes, supervisors/dispatchers shall use their Company hire date, or adjusted hire date, whichever is earlier.

The supervisor's/dispatcher's wage rate shall be determined by their years of service within the Division 14 supervisor/dispatcher classification.

## **ARTICLE 15 – DRIVER BIDDING**

Section 15.1 – Procedure: The Company shall conduct General Bids at least 2 times each year, at a time determined by the Company or as required due to changes in demand for the service. The company agrees to conduct scheduled bids each January and July so long as these scheduled bids do not fall within four (4) months of any previous bid. In such case, the Company may wait till the next January or July bid time to conduct the next General Bid. Separate General Bids will be conducted for employees working on each revenue agreement. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. For “scheduled” fixed route service, posted runs shall show the start and the end times of the shift. For “flex-scheduled” fixed route, and dial-a-ride service, posted runs shall show the approximate start and the approximate end times of the shift.

General Bids will be conducted separately for employees working on each revenue agreement within Division 14. Any driver may bid on any available open piece of Division 14 work in the following manner:

### General Bid

- First – Operators bid within the revenue agreement for which the employee is permanently assigned based on their revenue contract seniority.
- Second – Remaining open pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

### Single Open Piece of Work

- First – When any piece of work becomes open between General Bids, only that piece of work will be posted, and may be bid on by drivers within the revenue agreement for which the opening exists based on their revenue contract seniority.

- Second – Remaining single pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

Single Open Piece of Work Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. The bid shall be posted for five (5) business days. The successful bidder shall be notified within two (2) business days of the close of bidding. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Section 15.2. General Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Full-time and part-time status will be determined by the piece of work for which the operator successfully bids.

Section 15.3 – Illness or Injury. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

Section 15.4 – Para-Transit Work. A bid shall not be construed to mean that this is a minimum of maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time. (NOTE: This Section applies only to operations that perform para-transit services.)

Section 15.5 - Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid.



## **ARTICLE 16 – ROAD SUPERVISOR AND DISPATCHER BIDDING**

Section 16.1 – Procedure: The Company shall conduct separate General Bids at least once-each year, at a time determined by the Company.

Section 16.2. General Bid: Employees must be qualified to perform work on the piece of work for which they are bidding at the time of the bid as determined by the Company.

Section 16.3 – Qualifications: It is understood that qualifications for positions at each yard may be different (Trapeze, demand response, routing, etc). Therefore, minimum qualifications for open positions at a particular yard shall be determined by management at the time of the bid. It shall be understood that employees shall be required to meet the minimum qualifications for an open position in order to be selected for that position. At the time of the bid any employee currently working in a particular position shall be considered qualified for any open position within their classification at the same yard.

Section 16.4 – Selection: Preference for position/shift selection shall be by the most senior qualified employee in the following order:

1. Within each yard (eg. 14 – Paramount, 154 – La Mirada, 169 – Whittier)
2. Within other Divisions under the Paramount umbrella
3. Outside hire

Section 16.5 – Cross-Training: All Road Supervisors and Dispatchers shall receive cross-training on an as-available basis for all Road Sup and Dispatch positions at the yard in which they work. Training pay shall be at the employee's current regular rate of pay for their classification.

Employees may be given the opportunity to train at a different yard under the Paramount umbrella on a voluntary basis provided it is reasonably feasible for the Company to provide such training from an operational standpoint. Training assignments shall be at the sole discretion of management.

## ARTICLE 17 – DRUG AND ALCOHOL PROGRAM

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

## ARTICLE 18 – BREAKS & LUNCHES

### Section - 1

- (a) Rest Periods. All employees are authorized and permitted to take rest periods in accordance with this policy.

Each employee is authorized and permitted to take a ten (10) minute net rest period for every four (4) hours worked or major fraction thereof, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but employee is not required to operate or remain in the vehicle.

It is the responsibility of each employee to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and was prevented from doing so, the employee must submit a written statement explaining why he or she was prevented from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

- (b) Meal Periods

1. Drivers - The Company provides at least a 30-minute meal period (not to exceed 1 hour) to employees who work more than five hours. The Company provides a second meal period of at least 30 minutes to employees who work more than 10 hours in a workday. No more than 1.5 hours shall be deducted for both meal periods in any one day.

The meal periods shall be unpaid unless it is an "on duty" meal period. It is agreed between the Company and the Union that

given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore the Company and the Union agree the drivers may receive a paid meal period rather than a duty-free meal period. At any time, a driver may revoke, in writing, the on-duty meal period agreement.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and when you begin your drive to the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break. A lunch break, if granted, is a minimum of thirty (30) minutes.

Any driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to dispatch within two days after the missed meal period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all drivers were permitted to take meal periods.

2. Non-Drivers – The Company provides a 30-minute meal period to non-drivers who work more than five hours, unless they work six or fewer hours total and are covered by the union election to waive the first meal period. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and are covered by the union election to waive the second meal period. The first thirty (30) minute meal period should be taken prior to the completion of the fifth (5<sup>th</sup>) hour of the workday. The second thirty (30) minute meal period should be taken prior to the completion of the tenth (10<sup>th</sup>) hour of the workday.

Any non-driver who believes that he/she did not receive a proper meal period in accordance with this Agreement or law shall make such claim, in writing, to his or her immediate supervisor, or designee, within two days after the missed meal

period occurred. Unless the Company is notified of missed meal periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all non-drivers were permitted to take meal periods.

California Meal Waiver. The Union agrees on behalf of all employees in the bargaining unit to waive any meal periods to which any employee might otherwise be entitled when the employee works at least five (5) hours but not more than six (6) hours during a workday. The Union also agrees on behalf of all employees in the bargaining unit to waive any meal period to which any employee might otherwise be entitled when the employee works at least ten (10) hours but no more than twelve (12)-hours and the first meal period was duty-free. At any time, an individual bargaining unit member may revoke, in writing, the meal waiver.

## **ARTICLE 19 – COMPLETE AGREEMENT**

Section 19.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 19.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## ARTICLE 20 – AUTHORIZED DEDUCTIONS

Section 20.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 20.2 – D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 20.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## ARTICLE 21 – ITEMIZED STATEMENTS

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime,

vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 22 – JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

## **ARTICLE 23 - FUNERAL LEAVE**

Section 23.1 – Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationary employees with six (6) full months of service to the Company shall be entitled to up to two (2) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 23.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## ARTICLE 24 – LEAVES OF ABSENCE

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not

to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## **ARTICLE 25 – TRANSFER RIGHTS**

Section 25.1. An employee, who has completed one (1) year or more of site seniority at one of the locations covered by this Agreement, may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager of the current location will notify the employee in writing if the transfer has been accepted or rejected within 10 working days of receipt of the employee's request.

Section 25.2. An employee accepted for transfer as set forth in Section 1 above, shall begin to accrue site seniority at the new location beginning from the date the employee begins work at the new location, and will immediately rescind seniority held at the previous site. That employee shall retain Company seniority from the other location for purposes of wage progression and benefits. It is generally understood that the driver's wages will remain at the same rate until the contract catches up with the driver's wage rate if he/she is making more than the current scale. The Driver's new wage rate shall be agreed upon before any transfer takes place. If he/she is making less than the current scale the transferring driver will be brought to scale.

Section 25.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

## **ARTICLE 26 – SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.



## ARTICLE 27 – PARKING

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

## ARTICLE 28 – BONUS/INCENTIVE PROGRAMS

Section 28.1 – Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, operator retention, etc. These bonuses may be ongoing, or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

## ARTICLE 29 - SAVINGS CLAUSE

Section 29.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 29.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 29.3 – Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

## ARTICLE 30 – DURATION

Section 30.1 - Effective Date: This Agreement shall be in force and effect from July 1, 2014 through 12:00 midnight June 30, 2017.

Section 30.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY  
MV Transportation, Inc.

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers



Cliff Reynolds  
Director of HR & Labor Relations

July 6, 2015  
Date



Eric Tate  
Secretary-Treasurer

July 6, 2015  
Date

## APPENDIX "A" - WAGES

For the Drivers:

- For the topped out employees and after 5 years of service, increase to be \$0.50 per year starting with ratification.
- If we have any current employees that are within the 5 years progression scale but their current pay rate is higher than the scale, then these employees will receive 1.5% per year increase starting at ratification until they catch up to the scale then they will follow the scale.

For the Road Sup and dispatchers:

- Top rate at 5 years to be \$13.50 and will increase by \$0.50 per year thereafter for term of CBA.
- If we have any current employees that are within the 5 years progression scale but their current pay rate is higher than the scale, then these employees will receive 1.5% per year increase starting at ratification until they catch up to the scale then they will follow the scale.

For all other Drivers, Supervisors and Dispatchers not covered above:

	<u>All Contracts Except la Mirada</u>			
	Current	Ratification	1-Jul-15	1-Jul-16
Starting	9.25	9.25	9.25	10
6 Mon	9.65	9.65	9.65	10
1 Year	9.9	9.9	9.9	10.2
2 Year	10.25	10.25	10.25	10.35
3 Year	10.4	10.4	10.55	10.55
4 Year	10.55	10.55	10.7	10.7
5 Year	10.70	10.92	11.17	11.41

New La County Work (Athens/ Lennox, Avocado Heights, and Firestone/ Florence) Employees not taking Medical				
Ratification		1-Jul-15	1-Jul-16	
11.84		12.07	12.31	

La Mirada	La Mirada	La Mirada	La Mirada
Current	Ratification	1-Jul-15	1-Jul-16
10.25	10.25	10.25	10.25
10.65	10.65	10.65	10.65
10.9	10.9	10.9	10.9
11.25	11.25	11.25	11.25
11.4	11.4	11.4	11.4
11.55	11.55	11.55	11.55
11.7	11.92	12.17	12.41

Road Supervisors and Dispatchers

	All Contracts			
	Current	Ratification	1-Jul-15	1-Jul-16
Starting	12.00	12.00	12.00	12.00
1 Year		12.25	12.37	12.50
2 Years		12.50	12.63	12.75
3 Years		12.75	12.88	13.01
4 Years		13.00	13.13	13.26
5 Years		13.50	14.00	14.50

**Payroll Notes**

Payroll Note #1: Driver/Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollars (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position.

Payroll Note #2: Driver/Cadet Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver/Cadet Trainer and may send a trainee on route with the employee. An employee so assigned shall be paid a differential of twenty-five cents (\$0.25) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer.

Payroll Note #3: Effective Dates: Drivers and Supervisors/Dispatchers shall receive such increase on the first (1st) day of the first (1st) pay period on or after the wage table date on which the increase is effective.

Payroll Note #4: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this Appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay.

Payroll Note #5: Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his/her classification as stated on section 3 above. The Company may at its option, elect to credit some or all of a Driver's prior driving service or experience for the purpose of establishing a higher initial placement on the progression schedule.

Payroll Note #6: Adjusted Hire Date: An employee's adjusted hire date shall be assigned based on original hire date and previous years of service for employees who worked for the previous contractor on this revenue agreement at time of startup, or for employees who transfer from another MV Division.

## APPENDIX "B" - BENEFITS

### 401 (K) PLAN - TEAMSTER PENSION PLAN

#### Company 401k Plan

The Company will offer its 401(k) retirement plan to all eligible employees to the extent that only tax deferred employee contributions will be made in accordance with the provisions of the plan. This plan shall be employee contribution only.

#### TEAMSTERS PENSION PLAN

The employer shall pay into the western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour of which compensation was paid. The hourly contribution rate shall be \$ .10 per compensable hour.

7/1/2016

\$0.10 per compensable hour

#### Remittance of Pension Wages:

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The employer agrees to abide by such rules as may be established by the trustees of said trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on accounts of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

### PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

Independence Day  
Thanksgiving Day  
New Years day  
Presidents Day

Labor Day  
Christmas Day  
Memorial Day

Section 2 - Holiday Eligibility: Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

Section 3 - Holiday Pay: Holiday pay will be paid at eight (8) hours per day.

Section 4 - Pay for Holiday Work: Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

## HEALTH INSURANCE

Section 1 - Designation of Trust: The Employer agrees to make contributions to the Teamsters Multi Benefit Trust "Transportation Industry Program" plan for the purpose of providing Medical and Prescription Drug, Dental, Vision benefits for all qualified full time, non-probationary employees and their dependents.

The Employer shall report the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 20<sup>th</sup> day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1<sup>st</sup> day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall;



- a) Have at least six (6) months of continuous service with the Company, and have passed all the training and be fully qualified and scheduled to operate on their own.
- b) Have made through payroll deduction, all contributions required.
- c) Be a full-time, non-probationary bargaining unit member.
- d) Benefits stop if on leave of absence or off duty due to a worker compensation claim beyond benefits-protected leave, such as CFRA/FMLA leave.
- e) Be a bargaining unit member who has worked or received pay for at least eighty (80) straight-time hours during the calendar month for which benefits are being provided.

Section 3 - Employee and Dependent Coverage: Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first day of the month following six (6) complete months of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section 4 - Required Employee Contribution for Group Health Plan: For all eligible employees who select health care coverage, the Company shall contribute the amounts listed below on behalf of the employee and the dependents of the employee. The employee shall contribute an amount equal to the total health care premium minus the employer's contribution as stated in section 5 below.

Section 5 - Employer Contribution: Effective with the first (1) day of the first (1) calendar month of voluntary enrollment, the Company shall contribute the table below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu	Monthly Employer Cost	Monthly Employee Cost
Employee Only	70%	30%
Additional Cost for Employee + 1	40%	60%
Additional Cost for Employee + Family	40%	60%

Section 6 - Wavier of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.

### PAID VACATION / PTO

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one full year of employment	40 hours
After three full years of employment	80 hours
After ten full years Supervisors & Dispatchers	120 hours
After fifteen full years Drivers	120 hours

In order to receive full vacation, a full-time employee must have worked at least 1820 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1820 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. – Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. – Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

#### Section 4. Cash Out

Employees will be paid for all unused vacation at the time of termination of employment.

#### Section 5. Vacation Carry Over:

At no time shall an employee retain more than 175% of their annual vacation allotment. For example, an employee earning 120 hours of vacation per year will not receive additional vacation in excess of 210 hours.

*(Eg. 40 hours vacation has an accumulation cap of 70 hours)*

## PAID PERSONAL LEAVE

Non-probationary, regular full-time employees with six (6) full months of service shall be eligible to receive a one-time allotment of Paid Personal Leave in accordance with the table below:

July 1, 2014	= Sixteen (16) Hours
July 1, 2015 and each year thereafter	= Twenty-four (24) Hours

Paid Personal Leave will not accrue, and there shall be no prorated allotments. Employees with less than six (6) months of service on July 1<sup>st</sup> shall not be eligible for the annual allotment of paid personal leave. Employees shall receive one annual allotment per year and this allotment may not be cashed out at termination of employment or for any other reason.

Illness: An employee who is prevented from reporting for work due to illness shall promptly notify Dispatch and abide by the terms contained in the MV Transportation Attendance Policy contained in the Employee Handbook.

Scheduled Personal Paid Leave: Use of Personal Paid Leave must be approved seven (7) days in advance, and may be granted dependent upon operational needs as determined by the Company.

Paid Personal Leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday. One hour will be the standard increment. No carryover of Personal paid Leave will be permitted from year to year.

Paid Personal Leave shall not be considered as time worked for the purpose of computing overtime.

## SIGNING BONUS

\$350 for all employees except new hires with less than one (1) year of seniority on their contract.

\$125 for all new hires with less than 1 year of seniority on their contract.

## Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

**LIVING WAGE ORDINANCE:**

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

The Agent has read the County's Determinations of Contractor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

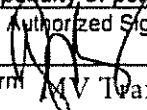
**History of Determinations of Labor Law /Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Amy Barry, Assistant Secretary
Print Name of Firm M.V. Transportation, Inc.	Date May 27th, 2016

## **Attachment to Forms LW-4 – Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment, and LW-5 - Labor/Payroll/Debarment History**

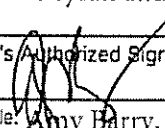
As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the Los Angeles County, Department of Public Works, requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: MV Transportation, Inc.	Print Name of Owner: Feysan and Alex Lodde, majority owners
Print Address of Firm: 5910 N. Central Expressway, Suite 1145	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: Dallas, TX 75206	Print Name and Title: Amy Barry, Assistant Secretary

Public Entity Name	Please see attached.	
Public Entity Address:	Street Address:	
	City, State, Zip:	
Case Number/Date Claim Opened:	Case Number:	
	Date Claim Opened:	
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., Janitorial)		
Description of Allegation and/or Violation:		
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of 2 pages.



## **Attachment to Forms LW-4 – Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment, and LW-5 - Labor/Payroll/Debarment History**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

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**COUNTY OF LOS ANGELES  
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LABOR/PAYROLL/DEBARMENT HISTORY**

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Print Address of Firm: <i>5910 N Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: Amy Barry, Assistant Secretary

<b>Public Entity Name</b>	<i>State of Alaska, Dept. of Labor + Workforce Development Labor Standards and Safety Division</i>
<b>Public Entity Address:</b>	Street Address: <i>1251 Muldrow Road, Suite 113</i> City, State, Zip: <i>Anchorage, AK 99501-2098</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>AN413-068D</i> Date Claim Opened: <i>April 24, 2013</i>
<b>Name and Address of Claimant:</b>	Name: <i>Dani Rodrigues</i> Street Address: <span style="background-color: black; color: black;">[REDACTED]</span> City, State, Zip: <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Safety Supervisor</i>
<b>Description of Allegation and/or Violation:</b>	<i>Unpaid vacation Liquidated damages</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>\$2,521.44 owed for accrued but unused vacation</i>

~~Two~~ Additional Pages are attached for a total of 3 pages.  
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# ALASKA

Department of Labor  
Workforce Development

September 19, 2013

MV Transportation, Inc.  
dba Reliant Transportation, Inc  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

RE: RODRIGUES D v. RELIANT TRANSPORTATION, INC.  
A0413-060D

Ladies and Gentlemen,

The Department has received MV Transportation's June 16, 2013, response to the above referenced claim. It appears that MV has taken the position that Mr. Rodrigues is not entitled to accrued but unused vacation pay based on a written forfeiture clause in your vacation policy. A review of MV's policy found that the forfeiture clause limits certain employees' rights to vacation pay at termination while other employees are entitled to vacation pay upon separation of employment.

Alaska Statute 23.05.140(b) requires an employee to receive all of an employee's wages, salaries or other compensation for labor or services upon separation of employment. Under 8AAC 25.030(3), rate of pay means all remuneration for service from any later source, including, in pertinent part, accrued vacation.

The Alaska Supreme Court, in *Pyramid Printing v. ASCHR*, 153 P.3d 994 (Alaska 2007), characterized vacation pay as an alternate form of wages, earned at the time of accrual, even if paid at a later time and stated that employers may not contractually limit such pay via caps on accrual, forfeiture of pay not used within certain time frames, or rules against cash out at termination. Additionally, in *United Food and Commercial Workers' Union Local 1496 v. E & S Super Markets, Inc.*, at 7, (Alaska 1984) found that an employer's failure to pay strikers their "accrued vacation pay" constituted a violation of AS 23.05.140(b) (while dicta contained in a footnote, it affirms the Department's position to accept and pursue vacation pay claims.)

MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
September 19, 2013  
Page 2

Further, in Smith v. American Medical Center, 657 P.2d 178 (Kansas 1982). An employee terminated her employment with the medical center without giving prior notice. The employee handbook provided that an employee had to give two weeks' notice in order to receive payment for vacation time. The applicable Kansas statutes and regulations are closely analogous to Alaska Law. The Kansas Supreme Court found the requirement of giving two weeks' notice to be a violation of law.

Therefore, in lieu of the above, the Department is requesting that the payment of \$2,521.44 for Mr. Pedrique's accrued but unused vacation be remitted to the Department by October 2, 2013, to avoid further action.

It is the Department's desire to resolve this claim quickly and amicably without taking further action. If you have any questions, please contact me at 907-269-4009.

Sincerely,



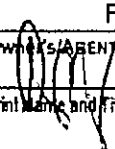
Donna Ness  
Wage and Hour Investigator  
Wage and Hour Administration  
Anchorage Regional Office



DN:sg  
20130919

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <i>MV Transportation, Inc.</i>	Print Name of Owner: <i>Faysan and Alex Lodde, majority owners</i>
Print Address of Firm: <i>5910 N. Central Expressway, #1145</i>	Owner's/AGENCY's Authorized Signature: 
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>Amy Barry, Assistant Secretary</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>10 South Howard Street, 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
Case Number/Date Claim Opened:	Case Number: <i>846-2010-09303</i>
	Date Claim Opened: <i>January 11, 2011</i>
Name and Address of Claimant:	Name: <i>Tina Jenkins</i>
	Street Address: 
	City, State, Zip: 
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>Sexual Harassment Retaliation</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>ICaus Finding; Attempted Conciliation</i>

Additional Pages are attached for a total of 3 pages.  
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**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Baltimore Field Office**

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201

Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Baltimore Status Line: (866) 408-8075  
Baltimore Direct Dial: (410) 209-2237  
TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270  
Website: [www.eeoc.gov](http://www.eeoc.gov)

EEOC Charge 846-2010-29303

Ms. Tina L. Jenkins

Charging Party

MV Transportation  
8540 Ashwood Drive  
Capitol Heights, MD 20743

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge, filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII). The timeliness and all other jurisdictional requirements for coverage have been met.

Charging Party alleged that she was subjected to sexual harassment and discharged in retaliation for engaging in a protected activity in violation of Title VII.

Respondent denies that it subjected Charging Party to unlawful discrimination or retaliation, but admits that she was removed from her position.

Examination of the evidence indicates that on the same day Charging Party engaged in a protected activity she was ordered by the Respondent to take a drug test. Although, Charging Party's drug test result was negative, she was forced to remain off-duty. Respondent contends that for safety reasons Charging Party was asked to take fitness for duty exam, but she failed to return to work and she also failed to provide Respondent with contact information, so it was unable to contact her. The Respondent also stated that it investigated, but could not substantiate Charging Party's harassment claims.

The Respondent was given an opportunity, but it failed to provide evidence which shows that it took immediate and appropriate corrective action for Charging Party's sexual harassment claim; it made reasonable attempts to contact Charging Party or arranged a fitness for duty examination.

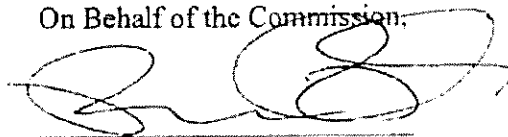
The evidence as a whole demonstrates that Respondent discriminated against Charging Party in violation of Title VII by subjecting her to adverse treatment for engaging in a protected activity and for failing to take corrective action for her sexual harassment claim.

Based on this analysis, I have determined that the evidence obtained during the investigation establishes a violation of the statute.

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek an amount inclusive of the applicable cap to your organization for compensatory and/or punitive damages; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any. A commission representative will prepare an actual dollar amount to include accruing wage losses and attendant benefits, with interest to date, any appropriate front pay; and, if appropriate, attorney fees and costs which have accrued to date.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office director is not obtained, the director will inform the Respondent of the court enforcement alternatives available to the Commission.

On Behalf of the Commission,



Rosemarie Rhodes  
Director

6/17/2013  
Date

cc:  
Cynthia Haston, Esquire  
MV Transportation, Inc.  
5910 N. Central Expressway  
Dallas, TX 75206

PROPOSER'S EMPLOYEE BENEFITS

Proposer: MV Transportation, Inc.

Name of Proposer's Health Plan: Aetna HDHP / Aetna Buy Up PPO Date: May 27th, 2016

Medical Insurance/Health Plan: Please see attached.

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Annual Deductible  
Employee \$ \_\_\_\_\_ Family \$ \_\_\_\_\_

- Coverage (√)
- \_\_\_\_\_ Hospital Care (In Patient \_\_\_\_\_ Out Patient \_\_\_\_\_)
  - \_\_\_\_\_ X-Ray and Laboratory
  - \_\_\_\_\_ Surgery
  - \_\_\_\_\_ Office Visits
  - \_\_\_\_\_ Pharmacy
  - \_\_\_\_\_ Maternity
  - \_\_\_\_\_ Mental Health/Chemical Dependency, In Patient
  - \_\_\_\_\_ Mental Health/Chemical Dependency, Out Patient

Dental Insurance: Please see attached.

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Life Insurance: Employee pays 100%

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Mo. Premium \$ \_\_\_\_\_

Vacation: Varies based on position and tenure.

Number of Days \_\_\_\_\_ and

Any increase after \_\_\_\_\_ years of employment, number of days or hours \_\_\_\_\_

Sick Leave:

Number of Days \_\_\_\_\_ and non-exempt employees: 3 days, exempt employees: 5 days.

Any increase after \_\_\_\_\_ years of employment, number of days or hours \_\_\_\_\_

Holidays:

Number of Days 7 per year

Retirement: 401k available

Employer Pays \$ \_\_\_\_\_ Employee Pays \$ \_\_\_\_\_ Total Premium \$ \_\_\_\_\_



# Exempt and Non-Exempt Non-Bargained Employees

EE Hrly Wage: \$7.25 - \$14.42

EE Hrly Wage: \$14.43-\$16.83

EE Hrly Wage: \$16.84+

Aetna HDHP	2016	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck
All Non-union	460.23	\$350.23	\$55.00	\$330.23	\$65.00	\$310.23	\$75.00
Employee Only	966.47	\$554.47	\$206.00	\$478.47	\$244.00	\$404.47	\$281.00
Employee/Spouse	920.45	\$562.45	\$179.00	\$398.45	\$211.00	\$432.45	\$244.00
Employee/Children	1,403.69	\$853.69	\$275.00	\$578.69	\$325.00	\$653.69	\$375.00

Aetna Bay Up PPO 80	2016	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck
All Non-union	676.76	\$360.76	\$208.00	\$302.76	\$237.00	\$150.76	\$263.00
Employee Only	1,421.20	\$283.20	\$569.00	\$303.20	\$609.00	\$151.20	\$635.00
Employee/Spouse	1,353.52	\$321.52	\$516.00	\$303.52	\$575.00	\$151.52	\$601.00
Employee/Children	2,064.12	\$382.12	\$891.00	\$302.12	\$931.00	\$150.12	\$957.00

MetLife Dental Co-Pay Non-exempt	2016	Monthly Co. Contribution	Emp per Paycheck
Employee Only	\$12.15	\$0.00	\$6.08
Employee/Spouse	\$26.14	\$0.00	\$13.07
Employee/Children	\$24.97	\$0.00	\$12.49
Employee/Family	\$43.34	\$0.00	\$21.67

MetLife Dental PDP Non-exempt	2016	Monthly Co. Contribution	Emp per Paycheck
Employee Only	\$32.27	\$0.00	\$16.14
Employee/Spouse	\$69.45	\$0.00	\$34.73
Employee/Children	\$66.36	\$0.00	\$33.18
Employee/Family	\$115.18	\$0.00	\$57.59

MetLife Exempt Dental PDP Exempt	2016	Monthly Co. Contribution	Emp per Paycheck
Employee Only	\$34.51	\$0.00	\$17.26
Employee/Spouse	\$74.28	\$0.00	\$37.14
Employee/Children	\$70.97	\$0.00	\$35.49
Employee/Family	\$123.17	\$0.00	\$61.59

VSP Vision All Non-union	2016	Monthly Co. Contribution	Emp per Paycheck
Employee Only	\$4.49	\$0.00	\$2.25
Employee/Spouse	\$8.99	\$0.00	\$4.50
Employee/Children	\$9.61	\$0.00	\$4.81
Employee/Family	\$15.36	\$0.00	\$7.68

# VSP Vision Plan Design

Employees can get vision care where and when they want it.

## VSP Preferred Providers

Nearly 95% of members choose a VSP Preferred Provider to maximize their benefit. A list of VSP Choice Preferred Providers can be found on the VSP website, [www.vsp.com](http://www.vsp.com) or by calling customer service at 800-877-7195.

## Retail Chain Affiliates

VSP has an exclusive national agreement with Costco® Optical. VSP also has an arrangement with VisionWorks® and other quality retail chains where members receive a covered-in-full benefit experience.

## Other Providers

With VSP Open Access, you can choose any provider, including local or national chains. Providers contact VSP directly to check eligibility and submit claims. VSP also has a direct-pay arrangement with Walmart Vision Center and Sam's Club Optical Center to make using the benefit easy.

## Benefit Frequency:

Exam	Every 12 months
Lenses	Every 12 months
Frames	Every 24 months

## Benefits through a VSP Choice Preferred Provider

	Comprehensive WellVision Exam® covered-in-full		
<b>Exam Services</b>	Contact lens exam – fitting and evaluation (when choosing contacts):		
	<b>Standard and Premium fit:</b> Covered in full with a copay. Member receives 15% off of contact lens exam services; member's copay will never exceed \$60.		
<b>Lenses</b>	Glass or plastic:	Single vision Lined bifocal Lined trifocal Lenticular Tints & Photochromics	Covered-in-full Covered-in-full Covered-in-full Covered-in-full Covered in full following a \$15 Copay
	The most popular lens options are covered-in-full with a copay, saving our members an average of 20%-25%. Maximum copay on standard lens enhancements <sup>1</sup> :		
<b>Lens Options</b>	<i>Patient Option</i>	<i>Single Vision</i>	<i>Multifocal</i>
	Anti-reflective coating	\$43	\$43
	Polycarbonate for children	No copay	No copay
	Polycarbonate for adults	\$33	\$37
	Progressive	N/A	\$55
	Scratch-resistant coating	\$17	\$17
<b>Frame</b>	<ul style="list-style-type: none"> <li>• Frames covered-in-full up to the retail allowance: \$150. Costco® Optical allowance of \$80 is equivalent to the frame allowance at preferred providers and other affiliate locations.</li> <li>• Frame allowances backed by a wholesale allowance guarantee, ensuring more than 16,000 frames are covered-in-full (depending on plan chosen)</li> <li>• 20% off any amount above the retail allowance</li> <li>• Members can choose from virtually any frame on the market</li> </ul>		
<b>Elective Contact Lenses</b>	<ul style="list-style-type: none"> <li>• Prescription contact lens materials covered-in-full up to the retail allowance: \$150 (in lieu of frame and lenses)</li> <li>• VSP members get exclusive mail-in rebate savings<sup>2</sup></li> <li>• Members can choose from any available prescription contact lens materials</li> </ul>		
<b>Necessary Contact Lenses</b>	Covered-in-full for members who have specific conditions.		

<b>Additional Pairs of Glasses</b>	20% off unlimited additional pairs of prescription glasses and/or nonprescription sunglasses <sup>3</sup>	
<b>Laser VisionCare Program</b>	Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, Custom LASIK, and IntraLase <sup>4</sup>	
<b>Exclusions</b>	Two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics; vision training or supplemental testing.	
	For contact lenses: insurance policies or service agreements; artistically painted or nonprescription lenses; additional office visits for contact lens pathology; contact lens modification; polishing or cleaning	
	VSP offers a generous reimbursement schedule for services from other providers	
<b>Open Access Schedule (Non VSP Choice Providers)</b>	Exam	\$45
	Lenses:	
	Single vision lenses	\$30
	Bifocal lenses	\$50
	Trifocal lenses	\$65
	Frame	\$70
	Elective contact lenses (in lieu of lenses & frame)	\$105

<sup>1</sup> Lens enhancements outlined are standard and based on applicable laws, benefits may vary by doctor location.

<sup>2</sup> Rebates subject to change

<sup>3</sup> 20% off unlimited additional pairs of glasses valid through any VSP Preferred Provider within 12 months of the last covered eye exam

<sup>4</sup> Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. LaserVision Care discounts are only available from VSP-contracted facilities.

# MetLife PPO Dental Plan

Employees and eligible family members who elect dental coverage are enrolled in MetLife's PPO dental plan. Dental services are billed differently than medical services. Each dental procedure has a separate code and payment, unlike medical where one copayment is typically due per visit. Multiple procedures usually occur during a standard dental appointment. It's always advisable to request a pre-treatment estimate for dental services whenever possible so that you know exactly what a course of treatment will cost.

You can access the list of MetLife dental providers on their website, [www.metlife.com/dental](http://www.metlife.com/dental). The level of coverage is the same whether you choose an in network or out of network provider. However, your out-of-pocket costs may be higher with an out of network provider as they may bill you for any costs in excess of the reimbursement amount MetLife has negotiated with their network providers.

**Please note: MetLife does not send out dental ID cards; your user ID is your social security number, and you can find a list of providers on the MetLife website or by calling customer service at 1-800-942-0854.**

Annual Deductible	\$50 per member (\$150 family max)
Preventive Services	Covered 100% (deductible does not apply)
Basic Services (ex. extractions, fillings, endodontic treatment)	Covered 80% after deductible
Major Services (ex. porcelain crown, fixed or removable appliances, partial dentures)	Covered 50% after deductible
Orthodontic Services (Adults and Children)	Covered 50% (\$1,000 Lifetime Max per member)
Annual Benefit Maximum (Excluding Orthodontic Services)	\$1,000 per member

## **PPO Dental Plan: Description of Covered Services**

### **Type A Covered Services - Preventive**

Oral exams twice in a year.

Full mouth or panoramic X-rays once every three years.

Bitewing X-rays two sets in a year.

Intraoral-periapical and extraoral X-rays.

Pulp vitality and bacteriological studies for determination of bacteriologic agents.

Diagnostic casts.

Cleaning of teeth (oral prophylaxis) twice in a year.

Emergency palliative treatment to relieve tooth pain.

Topical fluoride treatment for a child under age 19, once in a year.

Space maintainers for a child under age 19.

Sealants for a child under age 14, which are applied to non-restored, non-decayed first and second molars, once per tooth every three years.

Periodontal maintenance where periodontal treatment (including scaling, root planing, and periodontal surgery, such as osseous surgery) has been performed.

### **Type B Covered Services - Basic**

Amalgam or resin fillings.

Sedative fillings.

Oral surgery except as mentioned elsewhere in this Certificate.

Consultations, but not more than twice in a 12-month period.

Root canal treatment.

Periodontal scaling and root planing.

Periodontal surgery, including gingivectomy, gingivoplasty, gingival curettage, and osseous surgery.

Simple extractions.

Surgical extractions.

Pulp capping (excluding final restoration) and therapeutic pulpotomy (excluding final restoration).

Pulp therapy and apexification/recalcification.

Local chemotherapeutic agents.

General anesthesia or intravenous sedation in connection with oral surgery, extractions, or other covered services, when MetLife determines such anesthesia is necessary in accordance with generally accepted dental standards.

Injections of therapeutic drugs.

Relinings and rebasings of existing removable dentures:

- If at least six months have passed since the installation of the existing removable denture; and
- Not more than once in any 36-month period.
  - Re-cementing of cast restorations or dentures.
  - Adjustments of dentures, if at least six months have passed since the installation of the denture.
  - Other removable prosthetic services not described elsewhere.
  - Tissue conditioning, but not more than once in a 36-month period.
  - Simple repairs of cast restorations or dentures.

Prefabricated stainless steel crown or prefabricated resin crown, but no more than one replacement for the same tooth surface within five years.

Application of desensitizing medications where periodontal treatment (including scaling, root planing, and periodontal surgery such as osseous surgery) has been performed.

Occlusal adjustments.

### **Type C Covered Services - Major**

Initial installation of full or removable dentures:

- When needed to replace congenitally missing teeth; or
- When needed to replace natural teeth that are lost while the person receiving such benefits was insured for dental insurance under this Certificate.

Addition of teeth to a partial removable denture to replace natural teeth removed while this dental insurance was in effect for the person receiving such services.

Replacement of a non-serviceable denture if such denture was installed more than five years prior to replacement.

Replacement of an immediate, temporary full denture with a permanent full denture if the immediate, temporary full denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary full denture.

Other fixed denture prosthetic services not described elsewhere.

Initial installation of cast restorations.

Replacement of any cast restoration with the same or a different type of cast restoration but no more than one replacement for the same tooth surface within five years of a prior replacement.

Core buildup, but no more than once per tooth in a period of five years.

Posts and cores, but no more than once per tooth in a period of five years.

Fixed and removable appliances for correction of harmful habits.

Implants but no more than once for the same tooth position in a 60-month period.

Repair of implants, but not more than once in a 12-month period.

Implant supported prosthetics but no more than once for the same tooth position in a five-year period.

Labial veneers, but no more than once per tooth in a period of five years.

### **Orthodontic Covered Services**

Orthodontia, if the orthodontic appliance is initially installed while dental coverage is in effect for you, your spouse, and your children up to age 19 or age 25 if a full-time student. There is a lifetime orthodontic benefit maximum of \$1,000.

# MetLife PPO Dental Plan

Employees and eligible family members who elect dental coverage are enrolled in MetLife's PPO dental plan. Dental services are billed differently than medical services. Each dental procedure has a separate code and payment, unlike medical where one copayment is typically due per visit. Multiple procedures usually occur during a standard dental appointment. It's always advisable to request a pre-treatment estimate for dental services whenever possible so that you know exactly what a course of treatment will cost.

You can access the list of MetLife dental providers on their website, [www.metlife.com/dental](http://www.metlife.com/dental). The level of coverage is the same whether you choose an in network or out of network provider. However, your out-of-pocket costs may be higher with an out of network provider as they may bill you for any costs in excess of the reimbursement amount MetLife has negotiated with their network providers.

**Please note: MetLife does not send out dental ID cards; your user ID is your social security number, and you can find a list of providers on the MetLife website or by calling customer service at 1-800-942-0854.**

Annual Deductible	\$50 per member (\$150 family max)
Preventive Services	Covered 100% (deductible does not apply)
Basic Services (ex. extractions, fillings, endodontic treatment)	Covered 80% after deductible
Major Services (ex. porcelain crown, fixed or removable appliances, partial dentures)	Covered 50% after deductible
Orthodontic Services (Adults and Children)	Covered 50% (\$1,000 Lifetime Max per member)
Annual Benefit Maximum (Excluding Orthodontic Services)	\$1,500 per member

## **PPO Dental Plan: Description of Covered Services**

### **Type A Covered Services - Preventive**

Oral exams twice in a year.

Full mouth or panoramic X-rays once every three years.

Bitewing X-rays two sets in a year.

Intraoral-periapical and extraoral X-rays.

Pulp vitality and bacteriological studies for determination of bacteriologic agents.

Diagnostic casts.

Cleaning of teeth (oral prophylaxis) twice in a year.

Emergency palliative treatment to relieve tooth pain.

Topical fluoride treatment for a child under age 19, once in a year.

Space maintainers for a child under age 19.

Sealants for a child under age 14, which are applied to non-restored, non-decayed first and second molars, once per tooth every three years.

Periodontal maintenance where periodontal treatment (including scaling, root planing, and periodontal surgery, such as osseous surgery) has been performed.

### **Type B Covered Services - Basic**

Amalgam or resin fillings.

Sedative fillings.

Oral surgery except as mentioned elsewhere in this Certificate.

Consultations, but not more than twice in a 12-month period.

Root canal treatment.

Periodontal scaling and root planing.

Periodontal surgery, including gingivectomy, gingivoplasty, gingival curettage, and osseous surgery.

Simple extractions.

Surgical extractions.

Pulp capping (excluding final restoration) and therapeutic pulpotomy (excluding final restoration).

Pulp therapy and apexification/recalcification.

Local chemotherapeutic agents.

General anesthesia or intravenous sedation in connection with oral surgery, extractions, or other covered services, when MetLife determines such anesthesia is necessary in accordance with generally accepted dental standards.

Injections of therapeutic drugs.

Relinings and rebasings of existing removable dentures:

- If at least six months have passed since the installation of the existing removable denture; and
- Not more than once in any 36-month period.
  - Re-cementing of cast restorations or dentures.
  - Adjustments of dentures, if at least six months have passed since the installation of the denture.
  - Other removable prosthetic services not described elsewhere.
  - Tissue conditioning, but not more than once in a 36-month period.
  - Simple repairs of cast restorations or dentures.



Prefabricated stainless steel crown or prefabricated resin crown, but no more than one replacement for the same tooth surface within five years.

Application of desensitizing medications where periodontal treatment (including scaling, root planing, and periodontal surgery such as osseous surgery) has been performed.

Occlusal adjustments.

### **Type C Covered Services - Major**

Initial installation of full or removable dentures:

- When needed to replace congenitally missing teeth; or
- When needed to replace natural teeth that are lost while the person receiving such benefits was insured for dental insurance under this Certificate.

Addition of teeth to a partial removable denture to replace natural teeth removed while this dental insurance was in effect for the person receiving such services.

Replacement of a non-serviceable denture if such denture was installed more than five years prior to replacement.

Replacement of an immediate, temporary full denture with a permanent full denture if the immediate, temporary full denture cannot be made permanent and such replacement is done within 12 months of the installation of the immediate, temporary full denture.

Other fixed denture prosthetic services not described elsewhere.

Initial installation of cast restorations.

Replacement of any cast restoration with the same or a different type of cast restoration but no more than one replacement for the same tooth surface within five years of a prior replacement.

Core buildup, but no more than once per tooth in a period of five years.

Posts and cores, but no more than once per tooth in a period of five years.

Fixed and removable appliances for correction of harmful habits.

Implants but no more than once for the same tooth position in a 60-month period.

Repair of implants, but not more than once in a 12-month period.

Implant supported prosthetics but no more than once for the same tooth position in a five-year period.

Labial veneers, but no more than once per tooth in a period of five years.

### **Orthodontic Covered Services**

Orthodontia, if the orthodontic appliance is initially installed while dental coverage is in effect for you, your spouse, and your children up to age 19 or age 25 if a full-time student. There is a lifetime orthodontic benefit maximum of \$1,000.

# METLIFE PREFERRED DENTIST PROGRAM

## 2014-2015 Procedure Charge Schedule - \$15 Plan

### How to use this chart

1) If you participate in a MetLife PDP plan that uses procedure charge schedules to determine your out-of-pocket expense for covered services rendered by a participating PDP dentist, please refer to the chart below to determine which schedule applies to you. Please remember that the schedule you should refer to relates to the area in which you receive services (i.e. your dentist's office ZIP code). This chart contains some of the most common dental procedures. Please see your benefit booklet or refer to [www.metlife.com/mybenefits](http://www.metlife.com/mybenefits) for services covered under your dental plan.

2) When your Dentist suggests treatment, refer to the appropriate ADA Procedure Codes\* beginning on page 2 to find your out-of-pocket expense for those services.

3) Please note that procedure charges listed may not represent the full extent of your out-of-pocket expense. Some services may be subject to your dental benefits plan's alternate benefit provisions. It is strongly suggested that you obtain a pre-treatment estimate of benefits before the services are rendered in order to better understand what services are covered by your plan and an estimate of what your plan will pay.

State	Schedule	First 3 Digits of Zip Code (if applicable)	State	Schedule	First 3 Digits of Zip Code (if applicable)	State	Schedule	First 3 Digits of Zip Code (if applicable)
Alabama	1	350-352, 354-369	Louisiana	1	700-701, 703-708, 710-714	Ohio	1	430-450, 452-456, 458-459
Alaska	4	995-999	Maine	3	044, 046-047		2	451
Arizona	1	857		4	039-043, 045, 048-049		3	457
Arkansas	1	716-717, 719-720, 723-726, 728-729	Maryland	1	206, 212, 215-218	Oklahoma	1	730-731, 733-734, 736-741, 743-749
	2	718, 721-722, 727		2	207-211, 214, 219		2	735
California	2	917-925, 936-938, 953	Massachusetts	2	010, 012-013	Oregon	3	970-979
	3	900-908, 912-916, 926-928, 930, 932-934, 952, 956-960	Michigan	3	011, 014-027	Pennsylvania	1	150-168, 170-174, 180, 182-188, 190-192
	4	910-911, 931, 935, 939-951, 954-955		1	486-487		2	169, 175-179, 181, 189, 193-196
Colorado	2	800-802, 804-807, 809-815		2	480-485, 488-490, 492-497, 499	Puerto Rico	1	006-007, 009
	3	803, 808	Minnesota	3	491, 498	Rhode Island	3	028-029
	4	816		1	561-562, 564, 566-567	South Carolina	2	291-293, 295-299
Connecticut	3	060, 063-064, 067		2	555-556, 559-560, 563, 565		3	290, 294
	4	061-062, 065-066, 068-069	Mississippi	3	550-551, 553-554, 557-558	South Dakota	2	570, 573-577
D.C.	2	202-205		1	386-395		3	571-572
	3	200	Missouri	2	396-397	Tennessee	1	370-372, 374-375, 378-385
Delaware	4	197-199		1	632-633, 635-641, 644-657		2	373, 376-377
Florida	1	320-329, 333-337, 339, 344, 346-347	Montana	2	630-631, 634, 638	Texas	1	750-753, 755-782, 785-799
	2	330-332, 338, 341-342, 349		2	590-591, 593, 599		2	754, 783-784, 885
Georgia	1	307-309, 312	Nebraska	3	592, 594-598	Utah	1	840-847
	2	300-306, 310-311, 313-316, 318-319, 398		1	680-681, 683-693	Vermont	3	052-054, 056-059
	3	317	Nevada	2	889-891		4	050-051
	4	969		3	893	Virgin Islands	3	008
Hawaii	2	967-968	New Hampshire	4	030-038	Virginia	1	224-225, 227, 230-233, 238-244, 246
Idaho	1	833-834, 838	New Jersey	2	070-073, 077, 080-084, 086-087		2	201, 220-222, 226, 228-229, 234-237, 245
	2	832, 835-837		3	074-076, 078-079, 085, 089		3	223
Illinois	1	604-605, 609-620, 622, 624-629	New Mexico	2	870-875, 877-884	Washington	3	985-986, 988, 990-992, 994
	2	600-603, 606-608, 623		1	104, 120-126, 140-143, 147-149		4	980-984, 989, 993
Indiana	1	460-465, 469, 471-474, 476-478	New York	2	103, 109-119, 127-138, 144-146	West Virginia	1	247-248, 250-253, 255-257, 260, 262-268
	2	466-468, 470, 475, 479		3	100-102, 105-108, 139		2	249, 258-259, 261
Iowa	1	500-501, 504-509, 512-516, 520-528	North Carolina	2	270, 285-286		3	254
	2	502-503		3	271-284	Wisconsin	1	530, 534-535, 538-540, 544-546, 548
	3	510-511	North Dakota	4	287-289		2	541-542, 547, 549
Kansas	1	661, 667-669, 671, 673-679		2	582-588		3	531-532, 537, 543
	2	660, 662, 664-666, 670, 672		3	580-581	Wyoming	1	821-831
Kentucky	1	400-414, 416-418, 421-427					2	820
	2	415-420						

\*Current Dental Terminology ©American Dental Association.

## Common Dental Office Visit

Service Category	Description	ADA Procedure Codes	Schedule			
			1	2	3	4
Diagnostic / Preventive	Periodic Exam	D0120	\$5	\$5	\$5	\$5
	Full Mouth and Bitewing Images	D0210, D0270, D0272, D0273, D0274, D0277, D0330	\$5	\$5	\$5	\$5
	Topical Application Fluoride	D1208, D1206	\$5	\$5	\$5	\$10
	Prophylaxis	D1110, D1120	\$15	\$15	\$15	\$15

### Other Dental Services

Diagnostic / Preventive	Exams	D0140, D0145, D0150, D0160, D0170, D0180	\$5	\$5	\$5	\$10	
	1st Periapical Radiographic Image	D0220	\$5	\$10	\$10	\$10	
	Add'l Periapical Images	D0230	\$5	\$5	\$5	\$5	
	Extraoral Radiographic Image	D0250, D0260	\$25	\$25	\$30	\$30	
	Sealants; Prev, Resin Restoration	D1351, D1352	\$15	\$15	\$15	\$20	
	Space Maintainers - unilateral	D1510, D1520	\$120	\$140	\$150	\$165	
	Space Maintainers - bilateral	D1515	\$165	\$190	\$205	\$230	
	Restorative	Amalgams - 1 Surface	D2140	\$35	\$40	\$45	\$55
		Amalgams - 2 Surfaces	D2150	\$45	\$50	\$55	\$65
		Amalgams - 3 or More Surfaces	D2160, D2161	\$55	\$60	\$65	\$80
		Resin-based composite, anterior, 1 Surface	D2330	\$40	\$45	\$50	\$60
		Resin-based composite, anterior, 2 Surfaces	D2331	\$50	\$55	\$60	\$75
	Resin-based composite, anterior, > 2 Surface	D2332, D2335	\$60	\$70	\$75	\$90	
Inlays	D2510, D2520, D2530, D2610, D2620, D2630, D2650, D2651, D2652, D6602, D6603, D6604, D6605, D6606, D6607, D6624	\$420	\$475	\$520	\$585		

Service Category	Description	ADA Procedure Codes	Schedule				
			1	2	3	4	
Crown/Onlays*, Metal/Porcelain		D2542, D2543, D2544, D2642, D2643, D2644, D2740, D2750, D2751, D2752, D2780, D2781, D2782, D2783, D2790, D2791, D2792, D2794, D6740, D6750, D6751, D6752, D6780, D6781, D6782, D6783, D6790, D6791, D6792, D6794, D6610, D6611, D6612, D6613, D6614, D6615, D6634	\$440	\$505	\$560	\$640	
		D2971	\$80	\$90	\$100	\$110	
		Additional procedures to new crown	\$80	\$90	\$100	\$110	
		Recementation -	\$30	\$35	\$40	\$50	
		Inlays/Onlays/Crowns/Cast/Prefabricated post and core	D2910, D2915, D2920	\$30	\$35	\$40	\$50
		Prefabricated Crowns	D2930, D2934	\$90	\$100	\$115	\$135
		Resin Windows	D2933	\$115	\$130	\$145	\$170
		Post and Cores	D2954	\$115	\$130	\$145	\$170
		Prefabricated Crowns/ Post and Cores, each add'l	D2957	\$10	\$15	\$15	\$25
		Sedative Filling	D2940	\$20	\$25	\$25	\$35
		Core buildup, including any pins	D2950	\$80	\$90	\$100	\$130
		Cast post and core	D2952	\$170	\$190	\$210	\$230
		Crown repairs	D2980	\$80	\$90	\$100	\$120
		<b>Endodontics</b>					
		Pulpal therapy		D3110, D3120, D3220, D3222	\$40	\$45	\$50
D3310	\$290			\$325	\$360	\$415	
D3320	\$345			\$385	\$430	\$495	
D3330	\$465			\$520	\$575	\$635	
D3346	\$355			\$400	\$440	\$500	
D3347	\$405			\$455	\$500	\$580	
D3348	\$525			\$590	\$650	\$740	
D3351	\$120			\$135	\$155	\$175	
D3352, D3357	\$70			\$75	\$85	\$95	
D3353	\$180			\$200	\$225	\$270	
D3410	\$270			\$295	\$325	\$385	
D3426	\$130			\$145	\$160	\$185	
D3450, D3920	\$195			\$215	\$240	\$270	
<b>Root amputation / hemisection</b>							

Service Category	Description	ADA Procedure Codes	Schedule			
			1	2	3	4
Periodontics	Soft tissue surgery - gingivectomy (per quadrant)	D4210	\$220	\$250	\$275	\$305
	Gingivectomy - up to 3 contiguous teeth or bounded spaces	D4211	\$120	\$135	\$145	\$165
	Gingival Flap Proc: > 3 contiguous teeth or bounded teeth spaces/quad	D4240	\$240	\$265	\$290	\$335
	Gingival Flap Proc: < 3 contiguous teeth or bounded teeth spaces/quad	D4241	\$150	\$165	\$180	\$210
	Apically Positioned Flap	D4245	\$130	\$140	\$155	\$175
	Clinical crown lengthening	D4249	\$355	\$400	\$450	\$475
	Osseous surgery (> 3 contiguous teeth or bounded teeth spaces/quad)	D4260	\$490	\$550	\$610	\$670
	Osseous surgery (< 3 contiguous teeth or bounded teeth spaces/quad)	D4261	\$300	\$340	\$385	\$425
	Bone replacement graft - first site in quadrant	D4263,D4265	\$190	\$205	\$220	\$240
	Bone replacement graft - each additional site in quadrant	D4264	\$120	\$140	\$150	\$150
	Guided tissue regeneration	D4266	\$175	\$200	\$220	\$270
	Surgical revision per tooth	D4268	\$60	\$65	\$70	\$95
	Pedicle Soft Tissue Grafts	D4270	\$270	\$300	\$325	\$400
	Other Soft Tissue Grafts	D4275	\$350	\$395	\$440	\$505
	Other Soft Tissue Grafts per tooth	D4273	\$430	\$485	\$540	\$615
	Soft tissue surgery - Distal or Proximal Wedge	D4274	\$155	\$170	\$185	\$215
	Scaling and root planing (4 or more teeth per quadrant)	D4341	\$90	\$100	\$110	\$130
	Scaling and root planing (1-3 teeth)	D4342	\$55	\$65	\$70	\$80
	Periodontal maintenance	D4910	\$40	\$45	\$45	\$55

Service Category	Description	ADA Procedure Codes	Schedule				
			1	2	3	4	
Prosthetics (Removable)	Complete dentures	D5110,D5120,D5130,D5140	\$595	\$660	\$735	\$830	
	Partial dentures - resin base	D5211,D5212	\$440	\$495	\$550	\$620	
	Partial dentures - cast metal base	D5213,D5214	\$720	\$790	\$880	\$955	
	Denture adjustments	D5410,D5411,D5421,D5422	\$25	\$30	\$35	\$45	
	Denture repairs	D5510,D5520,D5610,D5620,D5640,D5650	\$75	\$85	\$95	\$105	
	Denture rebase	D5710,D5711,D5720,D5721,D5670,D5671	\$220	\$245	\$275	\$310	
	Denture reline - Chairside/Office	D5730,D5731,D5740,D5741	\$120	\$135	\$155	\$175	
	Denture reline - Lab	D5750,D5751,D5760,D5761	\$185	\$205	\$230	\$255	
	Tissue conditioning	D5850,D5851	\$60	\$65	\$75	\$85	
	Implant Services	Surgical Placement, Implant Body	D6010	\$920	\$1,030	\$1,145	\$1,260
		Surgical Placement, Epostal	D6040	\$1,700	\$1,915	\$2,125	\$2,350
		Dental Implant supported connect.	D6055	\$390	\$440	\$485	\$555
		Prefabricated Abutment	D6056	\$315	\$355	\$395	\$395
		Custom Abutment	D6057	\$415	\$460	\$510	\$520
		Implant Maintenance Procedure	D6080	\$45	\$45	\$55	\$65
Implant Removal, by report		D6100	\$155	\$170	\$185	\$265	
Radiographic / Surgical Implant index		D6190	\$105	\$120	\$135	\$145	
Prosthetics (Fixed)		Fixed partial denture pontics	D6205,D6210,D6211,D6212,D6214,D6240, D6241,D6242,D6250,D6251,D6252	\$455	\$515	\$570	\$630
		Retainer	D6545,D6548	\$185	\$210	\$230	\$270
	Recementation - Bridges	D6930	\$50	\$55	\$65	\$80	
	Fixed partial denture repair	D6980	\$75	\$85	\$95	\$120	
	Oral Surgery	Simple extractions	D7111,D7140	\$50	\$60	\$65	\$80
		Surgical removal of erupted tooth	D7210	\$95	\$105	\$115	\$140
		Removal of impacted tooth, soft tissue/partial bony	D7220	\$135	\$150	\$170	\$205
		Removal of Impacted Tooth, partially bony	D7230	\$135	\$150	\$170	\$205
		Removal of impacted tooth, full bony, and Coronectomy	D7240,D7241,D7251	\$190	\$215	\$235	\$265
		Surgical removal of residual tooth roots	D7250	\$95	\$105	\$115	\$140
Alveoplasty w/ extraction		D7310	\$85	\$100	\$110	\$130	
Alveoplasty w/ extraction, one to three teeth		D7311	\$50	\$60	\$65	\$75	

Service Category	Description	ADA Procedure Codes	Schedule				
			1	2	3	4	
Adjunctive General Services	Alveoplasty w/o Extraction	D7320, D7485	\$135	\$150	\$170	\$205	
	Alveoplasty w/o Extraction, one to three teeth	D7321	\$80	\$90	\$100	\$125	
	Incision and drainage, Intraoral	D7510, D7511	\$70	\$75	\$85	\$100	
	Incision and drainage, Extraoral	D7520, D7521	\$110	\$125	\$140	\$170	
	Frenulectomy/Frenuloplasty	D7960, D7963	\$135	\$150	\$165	\$210	
	Excision of hyperplastic tissue	D7970	\$155	\$175	\$195	\$220	
	Excision of pericoronal gingiva	D7971	\$70	\$75	\$85	\$100	
	Palliative treatment	D9110	\$25	\$25	\$30	\$40	
	General Anesthesia or intravenous sedation, first 30 minutes	D9220, D9241	\$155	\$175	\$195	\$215	
	General Anesthesia, each additional 15 minutes	D9221	\$55	\$60	\$70	\$80	
Orthodontics	Intravenous sedation, each additional 15 minutes	D9242	\$35	\$40	\$45	\$50	
	Consultation	D9310	\$50	\$55	\$65	\$70	
	Occlusal adjustment - limited	D9951	\$35	\$45	\$50	\$55	
	Occlusal adjustment - complete	D9952	\$175	\$200	\$220	\$275	
	If your plan covers orthodontics, payments will be based on a percentage of the total benefit available. A lifetime orthodontic benefit maximum applies. Please refer to your plan overview for more details.						
	Like most group insurance policies, MetLife group dental policies contain certain exclusions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. For information about costs and complete details, contact your Human Resources department or MetLife benefits representative.						

**Alternate Benefits:** Your dental plan provides that where two or more professionally acceptable dental treatments for a dental condition exist, your plan bases reimbursement, and the associated procedure charge, on the least costly treatment alternative. If you and your participating PDP dentist have agreed on a treatment which is more costly than the treatment upon which the plan benefit is based, your actual out-of-pocket expense will be the procedure charge for the treatment upon which the plan benefit is based, plus the full difference in cost between the scheduled PDP fee for the service actually rendered and the scheduled PDP fee for the service upon which the plan benefit is based. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pre-treatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Procedure charge schedules are subject to change each plan year. You can obtain an updated procedure charge schedule for your area via fax by calling 1-800-942-0854 and using the MetLife Dental Automated Information Service.

Copay plans are not available for *insured* cases in Texas, including plans situated in Texas or covering Texas residents. Copay plans are also not available for insured cases in Connecticut, Illinois, Louisiana, Montana, and Nevada.

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L0813339811[exp1214][All States][DC, GU, MP, PR, VI]

**MetLife**  
Metropolitan Life Insurance Company  
200 Park Avenue  
New York, NY 10166  
www.metlife.com





**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for: Individual + Family | Plan Type: POS**

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-982-3862.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	Network: Individual <b>\$1,000</b> / Family <b>\$3,000</b> . Out-of-Network: Individual <b>\$2,000</b> / Family <b>\$6,000</b> . Does not apply to office visits, prescription drugs, emergency care, and preventive care in-network.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. Network: Individual <b>\$4,000</b> / Family <b>\$8,000</b> . Out-of-Network: Individual <b>\$8,000</b> / Family <b>\$16,000</b> .	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for service, and health care this plan does not cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-982-3862 for a list of network <u>providers</u> .	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-888-982-3862 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-982-3862 to request a copy.





**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for: Individual + Family | Plan Type: POS**

Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)

This plan may encourage you to use network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician. ____ none ____ none
	Specialist visit	20% coinsurance	40% coinsurance	
	Other practitioner office visit	20% coinsurance	40% coinsurance	
If you have a test	Preventive care / screening /immunization	No charge	40% coinsurance	Age and frequency schedules may apply.
	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	____ none
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	____ none

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for: Individual + Family | Plan Type: POS**

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
<p>If you need drugs to treat your illness or condition</p> <p>More information about <b>prescription drug coverage</b> is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a></p>	<p>Formulary generic drugs</p> <p>Formulary brand drugs</p> <p>Non-formulary brand</p>	<p>Copay/prescription: \$10 (retail), \$25 (mail order)</p> <p>20% coinsurance with a \$30 minimum and up to a \$75 maximum/prescription (retail &amp; mail order)</p> <p>40% coinsurance with a \$60 minimum and up to a \$150 maximum/prescription (retail &amp; mail order)</p>	<p>Not covered</p> <p>Not covered</p> <p>Not covered</p>	<p>Covers 30 day supply (retail), 31-90 day supply (mail order). Includes contraceptive drugs &amp; devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.</p>
<p>Premier Plus Three Tier Open Formulary</p>	<p>Specialty drugs</p>	<p>Applicable cost as noted above for generic or brand drugs.</p>	<p>Not covered</p>	<p>First prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy Networks. Subsequent fills must be through Aetna Specialty Pharmacy Networks.</p> <p>_____none_____</p> <p>_____none_____</p>
<p>If you have outpatient surgery</p>	<p>Facility fee (e.g., ambulatory surgery center)</p> <p>Physician/surgeon fees</p>	<p>20% coinsurance</p> <p>20% coinsurance</p>	<p>40% coinsurance</p> <p>40% coinsurance</p>	<p>No coverage for non-emergency use.</p> <p>No coverage for non-emergency transport.</p> <p>No coverage for non-urgent use.</p>
<p>If you need immediate medical attention</p>	<p>Emergency room services</p> <p>Emergency medical transportation</p> <p>Urgent care</p>	<p>20% coinsurance</p> <p>20% coinsurance</p> <p>20% coinsurance</p>	<p>20% coinsurance</p> <p>20% coinsurance</p> <p>40% coinsurance</p>	<p>Pre-authorization required for out-of-network care.</p> <p>_____none_____</p>
<p>If you have a hospital stay</p>	<p>Facility fee (e.g., hospital room)</p> <p>Physician/surgeon fee</p>	<p>20% coinsurance</p> <p>20% coinsurance</p>	<p>40% coinsurance</p> <p>40% coinsurance</p>	<p>Pre-authorization required for out-of-network care.</p> <p>_____none_____</p>

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for: Individual + Family | Plan Type: POS**

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use an Out-of-Network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	none
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	none
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
If you are pregnant	Prenatal and postnatal care	No charge	40% coinsurance	none
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Coverage is limited to 120 visits per calendar year. Pre-authorization required for out-of-network care.
	Rehabilitation services	20% coinsurance	40% coinsurance	none
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 100 days per calendar year. Pre-authorization required for out-of-network care.
If your child needs dental or eye care	Durable medical equipment	20% coinsurance	40% coinsurance	none
	Hospice service	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

**Questions:** Call 1-888-982-3862 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-982-3862 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs** **Coverage for: Individual + Family | Plan Type: POS**

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric surgery</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult &amp; Child)</li> <li>• Glasses (Child)</li> </ul> | <ul style="list-style-type: none"> <li>• Habilitation services</li> <li>• Hearing aids</li> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul> | <ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine eye care (Adult &amp; Child)</li> <li>• Routine foot care</li> <li>• Weight loss programs</li> </ul> |
|--|---|---|

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-982-3862. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact us by calling the toll free number on your Medical ID Card. If your group health plan is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

Additionally, a consumer assistance program can help you file your **appeal**. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

**Questions:** Call 1-888-982-3862 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-982-3862 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Coverage for: Individual + Family | Plan Type: POS**

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

**Does this Coverage Meet Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

**Language Access Services:**

Para obtener asistencia en Español, llame al 1-888-982-3862.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-982-3862.

如果需要中文的帮助, 请拨打这个号码 1-888-982-3862.

Dinck'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-888-982-3862.

*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

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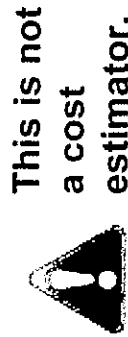


**Coverage Examples**

Coverage for: Individual + Family | Plan Type: POS

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,520
- Patient pays: \$2,020

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$1,000
Copays	\$20
Coinsurance	\$800
Limits or exclusions	\$200
<b>Total</b>	<b>\$2,020</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$3,620
- Patient pays: \$1,780

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$1,000
Copays	\$500
Coinsurance	\$200
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,780</b>

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## Coverage Examples

Coverage for: Individual + Family | Plan Type: POS

# Questions and answers about the Coverage Examples:

## What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

## What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

## Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

## Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

## Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

## Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**




**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual <b>\$4,000</b> / Family <b>\$8,000</b> . Out-of-network: Individual <b>\$8,000</b> / Family <b>\$16,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$6,350</b> / Family <b>\$12,700</b> . Out-of-network: Individual <b>\$12,500</b> / Family <b>\$25,000</b> .	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. You can see the <b>specialist</b> you choose without permission from this plan.
Do I need a referral to see a specialist?	No.	
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <b>excluded services</b> .

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

-  Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	30% coinsurance	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	30% coinsurance	50% coinsurance	None
	Other practitioner office visit	30% coinsurance	50% coinsurance	None
	Preventive care / screening /immunization	No charge	50% coinsurance	Age and frequency schedules may apply.
If you have a test	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	None
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	None

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a>	Generic drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Non-preferred brand drugs	50% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	50% coinsurance/prescription (retail)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	Aetna Specialty Care Rx <sup>SM</sup> - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy <sup>®</sup> . Subsequent fills must be through Aetna Specialty Pharmacy <sup>®</sup> . _____ None _____ _____ None _____ _____ None _____ _____ None _____ _____ None _____
If you need immediate medical attention	Physician/surgeon fees	30% coinsurance	50% coinsurance	
	Emergency room services	30% coinsurance	30% coinsurance	
	Emergency medical transportation	30% coinsurance	50% coinsurance	
If you have a hospital stay	Urgent care	30% coinsurance	50% coinsurance	
	Facility fee (e.g., hospital room)	30% coinsurance	50% coinsurance	
	Physician/surgeon fee	30% coinsurance	50% coinsurance	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care. _____ None _____ _____ None _____
	Mental/Behavioral health inpatient services	30% coinsurance	50% coinsurance	
	Substance use disorder outpatient services	30% coinsurance	50% coinsurance	

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
	Substance use disorder inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	50% coinsurance	None
	Delivery and all inpatient services	30% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care	30% coinsurance	50% coinsurance	Coverage is limited to 120 visits per year. Pre-authorization required for out-of-network care.
	Rehabilitation services	30% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 days per year. Pre-authorization required for out-of-network care.
<b>If your child needs dental or eye care</b>	Durable medical equipment	30% coinsurance	50% coinsurance	None
	Hospice service	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs****Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cms.gov](http://www.cms.gov).

**Your Grievance and Appeals Rights:**

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

• Additionally, a consumer assistance program can help you file an **appeal**. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

**Does this Coverage Provide Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776. **如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.**  
Dinek'chgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776. **Para obtener asistencia en Español, llame al 1-888-996-8776.**

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).  
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,030
- Patient pays: \$4,510

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$4,000
Copays	\$0
Coinsurance	\$360
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,510</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$2,050
- Patient pays: \$3,350

**Sample care costs:**

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,420
Copays	\$0
Coinsurance	\$850
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,350</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)**

**INSTRUCTIONS**

The contractor selected through this RFSQ process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 All employees document their actual hours worked on daily time documents. Office staff and maintenance employees document their actual work times on a department time sheet that includes their scheduled work hours. If their actual hours worked differs from their scheduled work hours they must provide an explanation. Drivers document their actual hours worked on a daily trip sheet. Drivers are expected to complete their tasks within the allotted time for pre and post trip vehicle inspections and travel time. If their times exceed the allotted times they are required to provide an explanation for the additional time.</p> <p>1.2 Employees will check in with the dispatch office to report to work.</p> <p>1.3 Employee shifts start when they arrive at the location and clock in at their stated scheduled time.</p>

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

2. When an employee reports to work, they check in with dispatch who verifies the following:  
 a) Reported to work on time  
 b) Valid credentials: driver's license and medical card  
 c) Operator is in proper uniform  
 Documentation method is sign-in sheet.

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?
- 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS  
 (Please blank out any personal information).

- 3.1 Trip Sheet gets input in to Payroll Edit which calculates work hours versus pay hours.
- 3.2 Hard copy of the Trip Sheet and Payroll Edit records.
- 3.3 Records are maintained daily.
- 3.4 Local Division Payroll Clerk
- 3.5 Project Manager and Payroll Clerk both check the records to ensure they are complete and accurate.
- 3.6 The hard copy records are files at the division for one year and then moved to off-site secure storage.
- 3.7 Yes, records are used as a source document to create payroll.





**Individual Time Record & Tripsheet**  
**MONDAY THROUGH FRIDAY**

Date: \_\_\_\_\_ Run Number: **1**

Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Payroll Times		Scheduled Times	
6:18	16:00	Start Service	End Service
Clock In	Fuel station	7:30	15:30
6:18	Lease Fuel station	7:10	16:00
Actual Times			
BUS NUMBERS	Miles at Base	Miles Start Route	Miles End Route
1st Bus		Miles at Fuel station	Miles Return to Base
2nd Bus			
3rd Bus			

Employee Signature \_\_\_\_\_

**Compton Renaissance Route 1**

BLOCK **1** Daily Passenger Total **Route 1**

- Count your PASSES/TRANSFERS/ASSISTANCE
- Reset counter to zero at start of run
- Count everyone using the correct buttons.
- At end of shift, write your total below
- If you get a bus exchange, include counts from both buses

Cash	Daily Passenger Total		Transfers	
	Regular (Bus)	Pass	Transfers Made	Transfers Sold
1st				
2nd				
3rd				
Totals				

Travell Center	Compton and Wilmington	Adult School	Central P. Seaboard	Wilmington & Wilmington	Reasons & Wilmington
7:30	7:36	7:40	7:45	7:48	7:51
8:00	8:06	8:10	8:15	8:18	8:21
8:30	8:36	8:40	8:45	8:48	8:51
9:00	9:06	9:10	9:15	9:18	9:21
9:30	9:36	9:40	9:45	9:48	9:51
10:00	10:06	10:10	10:15	10:18	10:21
10:30	10:36	10:40	10:45	10:48	10:51
11:00	11:06	11:10	11:15	11:18	11:21
11:30	11:36	11:40	11:45	11:48	11:51
12:00	12:06	12:10	12:15	12:18	12:21
12:30	12:36	12:40	12:45	12:48	12:51
13:00	13:06	13:10	13:15	13:18	13:21
13:30	13:36	13:40	13:45	13:48	13:51
14:00	14:06	14:10	14:15	14:18	14:21
14:30	14:36	14:40	14:45	14:48	14:51
15:00	15:06	15:10	15:15	15:18	15:21

Date: \_\_\_\_\_

Special Notice

By signing this manifest I verify that I have been advised of my right to receive meals and rest periods, I have been instructed to take my meal and rest periods and that I received all meals and rest periods for the shift, as required by law. Further understand that if I have any questions about meal and rest periods I can contact: 1677 687-2138.

Employee Signature (indicates I agree to the following)

• Variation from scheduled times must include a reason.



# Individual Time Record & Inpsheet

Date: \_\_\_\_\_ Radio Number: \_\_\_\_\_ Bus Number: **3XF**  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Clock In		Clock Out		Service Times & Mileage (See Note)	
Actual	Scheduled	Leave Yard	Arrive Yard	Start Service	End Service
5:12		5:24	6:00	6:57	
Actual Mileage (from yard to destination)					
Mileage (from start and stop locations)					
Description of Work					
Explanation of Variance					

MAN also accepts the 62-Trip Pass and Trip Agency transfers.  
 MAN does not accept MTA day passes.

AM ROUTE		PERIOD		MILEAGE	
START	STOP	START	STOP	START	STOP
				TOTAL	

Special Notice

By signing this manifest, I verify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take my rest breaks as required by California law. I understand that if I voluntarily miss a rest break for any reason, I am required to fill out an incident report within 48 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338.

Employee signature (indicates I agree to the following)

\* Variation from scheduled times must include a reason

Date: \_\_\_\_\_ Radio Number: \_\_\_\_\_ Bus Number: **3XF**  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Clock In		Clock Out		Service Times & Mileage (See Note)	
Actual	Scheduled	Leave Yard	Arrive Yard	Start Service	End Service
14:45		14:50	15:40	16:30	
Actual Mileage (from yard to destination)					
Mileage (from start and stop locations)					
Description of Work					
Explanation of Variance					

MAN also accepts the 62-Trip Pass and Trip Agency transfers.  
 MAN does not accept MTA day passes.

PM ROUTE		PERIOD		MILEAGE	
START	STOP	START	STOP	START	STOP
				TOTAL	

Special Notice

By signing this manifest, I verify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take my rest breaks as required by California law. I understand that if I voluntarily miss a rest break for any reason, I am required to fill out an incident report within 48 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338.

Employee signature (indicates I agree to the following)

\* Variation from scheduled times must include a reason

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

N/A. MV uses only the trip sheet and Payroll Edit for payroll.

**QUESTION**

- 4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**
- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
  - 4.2. Who prepares and who checks the source document?
  - 4.3. Does the employee sign it?
  - 4.4. Who approves the source document, and what do they compare it with prior to approving it?

- 5.1 Fixed Route meal breaks are built into the run cut and the break is scheduled on the operators trip sheet.  
Breaks are taken at the operator discretion. Operators radio dispatch to advise of break.
- 5.2 Proposer does not maintain documentation for rest breaks.  
Meal breaks are recorded on the daily trip sheet.
- 5.3 Project Manager and Payroll Clerk prepare, review and approve the documentation.

**5. BREAKS**

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

## QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

## 6. HOW PAYROLL IS PREPARED

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

6.1 Location sends the payroll file containing all employees' daily time to corporate support center. Corporate processes the file and send back a register for review of hours, rates, deduction and GL coding. Corrections are sent if needed, and payroll is approved for payment.

6.2 Employees are paid with direct deposit as well as live checks. If employee is missing time on a check, manual checks are requested from corporate support center.

6.3 All hours are paid on the same check unless requested by the employee.

6.4 Hours, rates, medical deductions, garnishments, taxes, year to date earnings, year to date deductions, and union dues (if applicable).

6.5 Please see attached Payroll Submission Timeline, live check and direct deposit.

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 04/24/2010  
 PERIOD END DATE 05/07/2010  
 EMPLOYEE SSN [REDACTED]

CHECK NUMBER  
 EMPLOYEE NUMBER 000606326

Smith, Alsha  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 00 State Status S Exemptions 00

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	76.77	16.830	1292.04	2217.69
Overtime	9.09	25.245	229.46	495.29
Reg Trng				134.64
Reg Mtg				16.83
<b>TOTALS</b>			<b>1521.50</b>	<b>2864.46</b>
<b>TAXABLE GROSS</b>			<b>1388.77</b>	<b>2712.72</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	15.07	29.84
CA WH	45.05	88.28
Fed WH	162.15	320.28
Medicare	19.86	39.33
OASDI-EE	84.93	166.19
Dental	14.32	14.32
Medical	134.94	134.94
Vision	2.47	2.47
UD	38.00	76.00
<b>DEDUC. TOTALS</b>	<b>516.79</b>	<b>873.63</b>
<b>NET PAY</b>	<b>1064.71</b>	<b>1890.82</b>

HOURS TYPE	BALANCE

Monthly Safety Message:  
 Safety is everyone's job!

*live check*

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND OF WHITE PAPER, A VOID FAINTOGRAPH AND MICROPRINTING.

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-207581210(B)

Check No.

Date 5/14/2010

PAY *One Thousand Four Hundred and 71/100*

*Copy Only*

\$ \*\*\*\*\*1,004.71  
 Void After 60 Days

Proc. Level 0008 Dept. Code 10008

TO THE ORDER OF

Alsha Smith

[REDACTED]

**VOID**

*[Signature]*

**MV PUBLIC TRANSPORTATION**

360 CAMPUS LANE, SUITE 201  
FAIRFIELD, CA 94534

PERIOD BEGIN DATE 12/19/2009  
PERIOD END DATE 01/01/2010  
EMPLOYEE SSN [REDACTED]

ADVICE NUMBER  
EMPLOYEE NUMBER 000618366

Smith, Demetrius G.  
Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 05 State Status S Exemptions 05

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	59.90	14.200	850.58	850.58
Holiday	16.00	14.200	227.20	227.20
Overtime	2.01	21.300	42.83	42.83
Reg Mtg	1.00	14.200	14.20	14.20

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	12.48	12.48
CA WH	8.63	8.63
Fed WH	21.62	21.62
Medicare	16.45	16.45
QASDI-EE	70.36	70.36
Adm Fee	4.50	4.50
Gam	208.15	208.15
UD	29.00	29.00

TOTALS 1134.81 1134.81  
TAXABLE GROSS 1134.81 1134.81

DIRECT DEPOSIT ACCOUNT	ACCOUNT NUMBER	AMOUNT
-chec	[REDACTED]	\$713.62
-savl	[REDACTED]	\$50.00

HOURS TYPE	BALANCE

DEDUC. TOTALS 371.18 371.18  
NET PAY 763.62 763.62

Monthly Safety Message:  
Safety is everyone's job!

**Direct Deposit**

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, A VOID PANTOGRAPH AND MICROPRINTING.

MV PUBLIC TRANSPORTATION  
360 CAMPUS LANE, SUITE 201  
FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
11-24/7501210(0)

Advice No.

Date 1/8/2010

PAY VOID VOID VOID VOID VOID VOID VOID VOID

\$ **763.62**  
VOID After 60 Days

Proc. Level 0008 Dept. Code 10008

TO THE ORDER OF Demetrius G. Smith  
[REDACTED]

DIRECT DEPOSIT ADVICE

**NON-NEGOTIABLE**

## Payroll Submission Timeline

Item #	Action/Description	Date	Time
1	PCN's due to HR	Thursday prior to payroll submission	10:00am PST
2	Division should print Employee Reports, Review for accuracy of rates, job codes and employee counts. Final rate corrections to Human Resources (HR)	Friday prior to payroll submission	11:00am PST
3	Payroll due (CSV files, exempt time, holiday time, and payroll adjustments, etc.) should be emailed to HR	Monday	10:00am PST
4	PR 140A Pre-check Register	Monday	2:00pm PST
5	PR 140A Pre-check Register sign off of all rates, deductions, etc.	Wednesday	2:00pm PST
6	Checks & direct deposit stubs printed at FSC and files to printing and e-pay divisions.	Wednesday	3:00pm PST
7	Direct Deposit files are sent to the bank and any checks printed at the FSC are overnighted.	Wednesday	5:00pm PST
8	Checks delivered by FedEx or California Overnight and or files available in divisions' print queue.	Thursday	12:00pm PST
9	Final Check Registers Available in Manager Portal	Thursday	12:00pm PST

**QUESTION**

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

**7. MANUAL PAYROLL SYSTEM**

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

N/A

MV uses an automated payroll system.

**8. AUTOMATED PAYROLL SYSTEM**

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

- 8.1 MV performs this task internally and does not engage the services of a third party. Please see payroll submission timeline on the previous page.
- 8.2 Hours will have job codes attached to distinguish the rate.
- 8.3 The calculation is embedded in the software.



QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
  - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

- 9.1 Travel time during an employee's shift is paid at the employee's regular rate under the contract.
- 9.2 While the employee works under the County Living Wage Program or another, their job code will populate with the correct rate. Travel time as well as time spent at the second location will be paid at the employee's regular rate of pay.
- 9.3 If both locations are under the County Living Wage Program, both wages will be paid differently than the employee's regular rate of pay. All rates will populate automatically by job code.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

- 10.1 Overtime is calculated at time and a half, the rate is automatically populated according to rules embedded in the software.
- 10.2 If an employee is paid two or more rates during a work week, the overtime rate is the time and a half of the weighted average. The weighted average is determined by dividing the total earnings for the work week by the total hours worked during the work week.

Print Name:

Amy Barry

Signature:



Company:

MV Transportation, Inc.

Date:

May 27th, 2016



## 14. Subcontractors' Forms List

MV does not anticipate the use of subcontractors in the performance of this work.



**Sections 15 - 17**



## 15. Living Wage Ordinance – Application for Exemption

MV has received exemption from the Living Wage Program from the County for its employees who are covered under a collective bargaining agreement. MV will comply with the Living Wage Ordinance for all other employees.



## 16. Fuel Cost Adjustment

Upon release of IFB MV will indicate whether it purchases fuel via a long-term agreement or at market price.





## 17. Additional Information

### a. Los Angeles County Experience

As detailed in section 5.d Length and Quality of Experience, MV delivers the following services in Los Angeles County:

- DowneyLINK and Dial-A-Ride, City of Downey (Downey, CA)
- King Medical Center Shuttle (Alhambra, CA)
- Go West, City of West Covina (West Covina, CA)
- Shuttle Services, Los Angeles County (Los Angeles County, CA)

In addition to these current contracts, MV has also provided the following special services in Los Angeles County under Mr. Allan's management:

- Transportation to NASA Space Shuttle External Tank Display – May 2016
- Willowbrook Shuttle Services – Started January 2016
- Passenger Shuttle to the Martin Luther King, Jr. Hospital Grand Opening Events – December 2015

### b. Client Testimonials

Please MV's satisfied client letters following this section.

### c. Progress Payments

Please note that in addition to the price quoted, MV also offers progress payments, an additional cost savings method that eliminates the interest expense incurred by MV through its credit line. Under this payment structure, MV bills the County for 45% of the total estimated monthly billing, on the 1<sup>st</sup> and 16<sup>th</sup> of each month (payment due on the 16<sup>th</sup> and the 1<sup>st</sup> of each following month, respectively). This payment method offers an annual discount of 0.25%.

After month end, MV will produce a final invoice for the month as required by the contract, crediting the County with the progress payments made. The County will then pay the balance due within the terms contained in the proposed contract.

Payments are made in arrears, after service is provided and is consistent with FTA requirements which prohibit advance payments.

# CLIENT LETTERS



May 17, 2016

Mr. Clarence M. Stewman, Regional Vice President  
MV Transportation Inc.

Subject: Letter of Commendation

Dear Mr. Stewman,

The City of Visalia Transit Division would like to acknowledge the successful accomplishments achieved through the partnership with MV during the last year. As we have discussed, the various Visalia Transit services provided by MV for Visalia are somewhat unique, demanding at times, and certainly challenging when compared to services provided by similar sized cities. We have appreciated the work performed by your staff to address our needs, specifically this last year.

Mr. Dave Nave, MV General Manager, has addressed many issues in a relatively short time. He has demonstrated commitment, dedication, and vision in working closely with Visalia staff. Some of the recent accomplishments include, but are not limited to:

- Revamping the cash handling process in conjunction with City security requirements.
- Working with equipment suppliers to improve delivery of needed parts on behalf of the City.
- Making necessary staffing changes and adjustments to proactively address specific issues.
- Assisting the City in implementing a new bus service/route, the V-LINE, that travels outside Tulare County.
- Planning and preparing the operation of the tenth season of the Sequoia Shuttle seasonal service, requiring over 30 additional staff.
- Maintaining and improving consistent service & staffing levels for all six individual services operated by Visalia.

Mr. Terry Wade, MV Maintenance Manager, has also performed many noteworthy accomplishments this last year. He too has shown a dedication and commitment to meeting the City's needs under somewhat challenging circumstances. Due to some issues beyond their control, MV had a significant number of diesel and CNG engine failures within the last year. Mr. Wade appeared to work miracles to

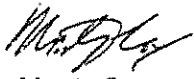


get vendors to perform more timely and restore several vehicles back to service faster than had been possible before. The fixed route vehicles have been showing better performance fleet wide. The number of comments and complaints regarding vehicle cleanliness and breakdowns has also declined. In addition, Mr. Wade has been very involved in several vehicle acquisitions this past year, which has provided tremendous support to City staff in these efforts.

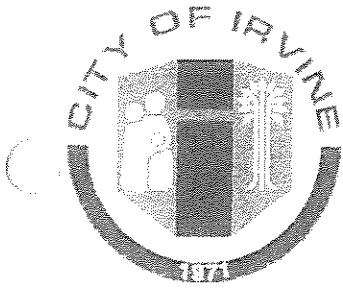
The team that you have assigned to Visalia at the moment is by far the most efficient and productive team I have had the pleasure to work with in the 20 years I have been in this position. They are responsive and do whatever it takes to get the job done. They do not hesitate to do whatever new and sometimes challenging request we have for them.

The support you provide to the local team is evident, and I encourage you to continue to do what you can to keep it progressing in this manner. Thank you again for all you do on behalf of the City of Visalia. If you have any questions regarding this commendation, please give me a call at (559) 713-4591.

Sincerely,



Monty Cox  
Transit Manager



Stephen Allen  
MV Transportation, Inc.  
Division 137  
16721 Hale Avenue  
Irvine, CA 92606

Dear Steve:

We want to thank you and your team for the outstanding service you have provided operating the City of Irvine iShuttle system for the past 8 years. Throughout this time, the iShuttle has provided service to a growing number of riders, offering commuters a safe and convenient way to get to work, school, or shopping using public transit.

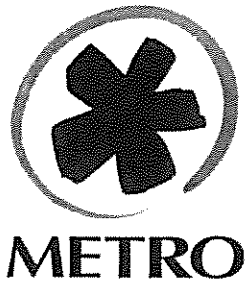
In addition to the excellent daily service, your team has gone beyond expectations by providing rides to lost passengers, hand delivering misplaced items, ever working to offer improvements, and providing support at City events. Your team's dedication to customer service is truly exceptional.

As the operation of the service transitions to Orange County Transportation Authority, the City is handing over a very successful program. This is a testament to the distinguished work of your drivers, maintenance crew, administrators and management. We are thankful for your hard work and partnership.

I wish you and the Division 137 team the best in the future and would happily recommend your service to any who might inquire.

Sincerely,

Mike Davis  
Transit Program Administrator  
City of Irvine  
Tel: 949.724.6288  
E-mail: [mdavis@cityofirvine.org](mailto:mdavis@cityofirvine.org)



Darryl Haley  
Executive Vice President  
602 Main St., Suite 1100  
Cincinnati, OH 45202-2549  
(513) 632-7690  
(513) 621-7573 (fax)  
dhaley@go-metro.com

March 22, 2016

To Whom It May Concern:

SORTA has contracted with MV Transportation to provide transportation services since 2002.

MV Transportation continues to be very responsive to our requests and is flexible in meeting the ever-changing needs of our customers and organization. In 2015, Access's on-time performance exceeded 94% and efficiency was more than 2.3 passengers per revenue hour. Other key performance indicators were either met or exceeded.

Over the past two years we have managed a significant increase in ridership as a result of several area providers discontinuing or reducing transportation funding for their consumers. The local MV team and SORTA came together to ensure that there would be no impact on the quality of service provided. The MV team was steadfast in guaranteeing that customer service was not impacted.

SORTA is pleased with the partnership between SORTA and MV Transportation.

Sincerely,

Darryl Haley  
Executive Vice President



Regional Transit System  
PO Box 490, Station 5  
Gainesville, FL 32602-0490  
(352) 393-7852  
(352) 334-2607 (fax)  
www.go-rts.com

Mr. Edward Griffin  
General Manager  
MV Transportation  
3713 SW 42<sup>nd</sup> Ave., Suite 3  
Gainesville, FL 32608

March 17, 2016

**RE: Letter of Recommendation**

Dear Mr. Griffin:

I'd like to take this opportunity to commend MV transportation for all they do for the Gainesville community. In 2003, MV Transportation was awarded the contract to be the Alachua County Community Transportation Coordinator (CTC) and to provide paratransit service in the City of Gainesville. MV inherited a very dysfunctional system and Gainesville was in crisis mode. MV Transportation was equal to the task and came in with the people, vehicles and the resources needed to work through the problems and put Gainesville back on the right track. For the last 11 years MV Contract Transportation has been a stalwart partner to RTS and to the other Alachua clients. They have worked tirelessly to improve the service and today provide premier transportation services to the citizens of Gainesville and Alachua County.

As a corporation MV focuses on safety. Early in their tenure in Gainesville MV transportation purchased DriveCam cameras, which allows a dedicated team to collect data on every trip provided to ensure customer safety and improve driver performance. Recently MV almost attained 100 days without a safety accident or incident. While not making the 100 days was heartbreaking, going 98 days without an accident or incident is phenomenal. MV transportation has every right to be proud of being able to attain that many days without an incident or accident. This achievement was possible because the culture of safety is ingrained into MV Transportation's corporate DNA.

MV transportation uses Trapeze, which is the leading scheduling software employed by transit organizations nationwide. In 2008, MV partnered with RTS to purchase and install Mobile Data Terminals (MDTs) to improve On Time Performance (OTP) and provide clients with real time "where's my ride" updates. MV continually looks for ways to improve the provision of service by employing the latest technological advances in transportation. Recently MV Transportation incorporated TimePoint dispatching software into their operations model, which allows dispatchers and schedulers to efficiently manage the schedule and increases dispatcher efficiency in controlling revenue vehicles. Now MV Transportation is moving to the next generation of MDTs and has procured Samsung tablets employing DriverMate, which is the state of the art when tracking vehicles and providing real time data in the provision of service. The Samsung Tablets are comparable and in some ways better than the first generation MDTs because they are more economical.

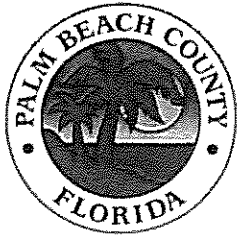
As a caring corporate team player, MV Contract Transportation has sponsored events for the National Federation of the Blind and participates yearly in the National White Cane Walk and ADA birthday event held by Alachua County for the Gainesville Community. Their service to this community is vital and they are a trusted caring partner to our most vulnerable population.

*OUR VISION: The City of Gainesville will set the standard of excellence for a top ten mid-sized American city; recognized nationally as an innovative provider of high-quality, cost-effective services.*

Sincerely,

A handwritten signature in black ink, appearing to be 'Mildred Crawford', written over a horizontal line.

Mildred Crawford, P.A.  
ADA Transit Coordinator



**Palm Tran**

**Administrative Offices**

3201 Electronics Way  
West Palm Beach, FL 33407-4618  
(561) 841-4200  
FAX (561) 841-4291

**Palm Tran Connection**

50 South Military Trail  
Suite 101  
West Palm Beach, FL 33415-3132  
(561) 649-9838  
FAX: (561) 514-8365  
www.palmtran.org



**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Verdenta C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead

February 25, 2016

Jeanie Chrisman  
MV Transportation  
3301 Electronics Way #D  
West Palm Beach, FL 33407

Ms. Chrisman:

After the first year of service, I want to acknowledge GM, Jeanie Chrisman, AGM - Felix Collazo and MV's efforts to provide excellent service. Additionally your management team has been extremely responsive to any issues or requests whenever needed.

The first yearly audit was recently completed and MV's files and departments were all in order. It is a pleasure when records are kept orderly and correctly. MV also works very well with their fellow vendors and Palm Tran Connection is appreciative of the team work with our staff. This helps promote a safe, positive experience for all of our passengers.

MV's safety programs and employee appreciation programs and lunches help them to provide the excellent service they have and will provide in coming years.

I would also like to acknowledge Regional Vice President, Ed Overn, who responds thoroughly and quickly to any requested for information from Palm Tram Staff. During the startup, Ed even preformed parking lot duty, which we all respected.

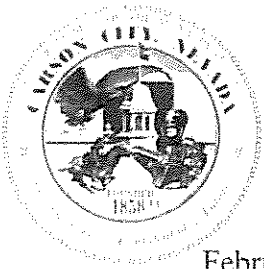
During the past year of service, MV has been able to get every route out and also provides extra routes as needed. Though any start up is a challenge, MV was ready, and made every effort to make sure passengers were happy with service. For many months now, the commendations have outnumbered the complaints, sometimes almost triple.

I commend MV for being the first Palm Beach vendor to get the propane tanks installed. I know this was a difficult task, but you stuck with it, working with Amerigas and pushing them to finish the installation which will save the County considerable money with the lower price per gallon.

Thank you.

Sincerely,

Ron Jones  
Director, Palm Tran Connection



**CARSON CITY NEVADA**  
**Consolidated Municipality and State Capital**  
**PUBLIC WORKS**

February 11, 2016

Mark Elias, Vice President, Operations – Northwest  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

RE: Division 51 Performance – 2015

Dear Mr. Elias,

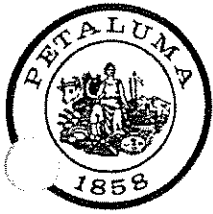
I am writing to express appreciation for the performance and partnership we have with MV Transportation. As the contract operator for the Jump Around Carson (JAC) Transit System, MV Transportation's Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, continue to meet and exceed the needs of the system.

Since 2010, MV Transportation has been an excellent company to work with, and has helped JAC grow ridership and expand service while successfully overcoming several challenges. During 2015 in particular, MV Transportation staff was once again professionally provided additional accident and incident free transportation services during the Nevada Fair, assisted in emergency relief situations, and successfully managed our transition to a new scheduling and dispatching software provider. These are some of the key tasks accomplished by staff while continually providing dependable regular and ongoing transit service and despite numerous obstacles resulting from vehicle maintenance issues. With the continued hard work and dedication of MV Transportation, JAC was able to achieve a record total of over 216,000 passenger trips during 2015.

We look forward to continued work with you and the rest of MV Transportation staff during the coming year in providing safe, quality service to the citizens of Carson City, and to the possibility of entering into a new contract term.

Sincerely,

Patrick A. Pittenger, AICP, PTP  
Transportation Manager



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

David Glass  
Mayor

Chris Albertson  
Teresa Barrett  
Mike Healy  
Gabe Kearney  
Dave King  
Kathy Miller  
Councilmembers

February 9, 2016

MV Transportation Inc.  
Attn: Laura Hansen & John Siragusa  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

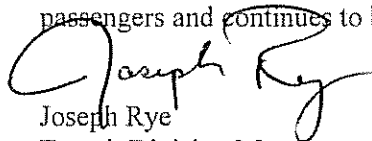
Dear: Laura & John

This letter of appreciation is for MV Transportation's Division 24, Petaluma, California. For 16 years now, MV Transportation has operated Petaluma Transit fixed route service, and for five years has operated both fixed route and paratransit for the City of Petaluma. In 2012, the local MV Team assumed control of paratransit operations, including several new employees, from a longtime local non-profit. Once again, MV Transportation and the City of Petaluma worked through a challenging event, this absorption of longtime employees of another provider, under trying circumstances (specifically during implementation of automated scheduling and dispatch hardware and software). In 2014, Ms. Elizabeth Stayner replaced Ms. Dawne Ivory as the new General Manager of Division 24, and her transit experience and interpersonal communications skills immediately elevated the morale of the MV team here in Petaluma.

MV continues to perform in Petaluma and shows great flexibility and creativity as Petaluma Transit enjoys unprecedented ridership growth since 2009 (over 100% increase). Liz is a very valuable resource as we collaboratively develop and price various service change options under consideration in the ongoing SRTP. Liz is able to respond quickly to the dynamic market-driven changes that have led to the dramatic growth of transit ridership in Petaluma in recent years. MV's General Manager and her team have performed admirably with a burgeoning transit market and challenging local traffic.

I would like to commend MV Transportation for having a special managerial team assigned to Division 24, Petaluma Transit. MV Transportation is represented in the highest manner by Elizabeth Stayner and her team here in Petaluma.

In summary MV continues to provide quality service for the City of Petaluma and our passengers and continues to be an excellent partner with the City of Petaluma.

  
Joseph Rye  
Transit Division Manager  
City of Petaluma

Cc: Kevin Klika

## Public Works & Utilities

City Engineers  
11 English Street  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 776-3602  
E-Mail:  
publicworks@  
ci.petaluma.ca.us

Parks & Building  
Maintenance  
840 Hopper St. Ext.  
Petaluma, CA 94952  
Phone (707) 778-4303  
Fax (707) 778-4437

Transportation Services  
555 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4421  
Fax (707) 776-3799

Utilities & Field Operations  
702 N. McDowell Blvd.  
Petaluma, CA 94954  
Phone (707) 778-4546  
Fax (707) 778-4508

E-Mail: publicworks@  
ci.petaluma.ca.us



# PUTNAM COUNTY EXECUTIVE

40 Gleneida Avenue

Carmel, New York 10512

(845) 808-1001 Fax (845) 808-1901

www.putnamcountyny.gov

*MaryEllen Odell*  
County Executive

*Bruce J. Walker*  
Deputy County Executive

*Patricia Simone*  
Chief of Staff

*Nicholas DePerno Jr.*  
Director of Constituent Services



January 8, 2016

Mrs. Sheralee Malverty  
MV Transit  
841 Fair Street  
Carmel, New York 10512

Dear Sheralee,

No matter how much preparation one does, the first few days taking on any new task can be taxing. I understand that it was your careful planning and skillful management that made the transition of MV Transit taking over the Croton Falls Shuttle a success. I cannot thank you enough.

I also appreciate the professionalism shown by the drivers on the route. They are the face of the company to the customers and their patience and friendliness also helped smooth the transition.

The Croton Falls Shuttle is a vital service provided to the commuters living in Mahopac and I am glad to see it is now in your hands.

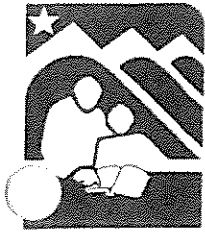
Before you know it these days will be merely a faded memory, but how you shined will not be forgotten.

Sincerely,

A handwritten signature in cursive script, reading 'MaryEllen Odell'.

MaryEllen Odell  
Putnam County Executive

cc: Sandra Fusco  
Vincent Tamagna



# Anchorage School District

---

## Transportation Services

3580 East Tudor Road • Anchorage AK 9907 • 907-742-1200 • <http://www.asdk12.org/transportation/>

January 25, 2016

Mr. Mark Elias  
5910 N. Central Expy  
Suite 1145  
Dallas, Texas 75206

Dear Mark,

The Anchorage School District would like to commend the Reliant Transportation team lead by Jim Luczycki, General Manager, for an excellent first semester of service. As the new Transportation Director I have found the team to be very responsive to the needs of the district and they have also aided in my transition into the district.

My understanding is that when faced with driver shortage issues last year, the staff put together and implemented an action plan to solve the problem and the results helped to have a successful startup. Also, ongoing forthright and positive communication continues to make the team successful. Although we have had a few service issues Jim and his team have quickly addressed the issues and learned from any mistakes made.

I also appreciate your and the companies support of the continuous driver training program. Having a full complement of drivers has certainly led to improved service.

Jim has often worked long hours and personally made himself available at all hours of the day or evening, including weekends as needed. He is truly committed to the success of the district.

We look forward to our next ten year contract continuing to improve on our successful partnership.

Respectfully,

Chuck Moore  
Director of Transportation Services

---

*Educating All Students for Success in Life*

Anchorage School Board Kameron Perez-Verdia, President

Kathleen Plunkett, Vice President

Tam Agosti-Gisler, Clerk

Bettye Davis, Treasurer

Eric Croft

Pat Higgins

Elsa Snelling

Superintendent Ed Graf



## City of Show Low

---

*"Named by the turn of a card"*

January 15, 2016

180 North 9th Street  
Show Low, AZ 85901  
Telephone (928) 532-4000  
Facsimile (928) 532-4009  
[www.showlowaz.gov](http://www.showlowaz.gov)

Fadi Chakbezo  
M.V. Transportation

Dear Mr. Chakbazo:

On behalf of the City of Show Low, it is with great pleasure that I write this letter of recommendation for M.V. Transportation and local General Manager, Thomas Hakenewerth.

As the City's Transit Supervisor, I facilitate the administrative responsibilities of the Four Seasons Connection and White Mountain Connection public transit systems funded by the Arizona Department of Transportation and its collaborative partners. When I moved to Show Low in March 2015 to assume this position, I was truly impressed with the comprehensive bus service provided to such a rural area. As I've become more knowledgeable about the complexities of running an effective transportation service, I have come to realize that the success of our bus system can be credited to MV Transportation and its General Manager.

For almost 20 years, MV Transportation has had a positive working relationship with the City of Show Low in providing a quality public transit system for our White Mountain communities. This is largely attributed to Tom Hakenewerth who continually demonstrates a high degree of professionalism and compassion that has made our transit system second to none. Tom is a true asset to our White Mountain communities and he is well respected by all who know and work with him. I rely upon his sound judgement and diplomacy in handling difficult situations without compromising safety and customer satisfaction. I have a great working relationship with Tom and very much appreciate his extensive knowledge and the patience he has shown me as I've entered into the world of transit. More importantly, however, he is to be commended for his leadership and effective management that has resulted in the Four Seasons Connection and the White Mountain Connection systems providing the most cost-effective transit program in the State.

The City of Show Low sincerely appreciates the positive working relationship we have enjoyed with MV Transportation over these many years and applaud the trust you have demonstrated in Tom's competent leadership.

Sincerely,

Lisa Robertson  
Grants Manager/Transit Supervisor  
City of Show Low



*City of Greenville*  
PUBLIC TRANSPORTATION DIRECTOR  
1425 KitchenAid Way  
Greenville, OH 45331  
(937) 548-0437  
(937) 548-1704 fax

January 7, 2016

Kevin Klika  
President & Chief Operating Officer  
MV Transportation, Inc.  
5910 N. Central Expy., Suite 1145  
Dallas, TX 75206

Greenville Transit System (GTS), with MV Transportation, Inc as our contractor, was very successful in 2015. The outstanding partnership between the City of Greenville and MV was apparent in both customer service and in the smooth operations of GTS.

I have to commend Kathy Cool, General Manager for the Greenville division, for her diligence and dedication in the day-to-day operations. Kathy faced a difficult year with the death of our main dispatcher, Dave Marshal. Kathy worked tirelessly to not only do her own job, but to fill in on the dispatch schedule throughout the year until replacement dispatchers could be hired and trained.

Vehicle maintenance issues were problematic in 2015. These issues were addressed by Kathy with the support of Jason Curry as the Maintenance Manager for our region.

While putting in long hours, Kathy has continued to meet MV's exemplary safety program standards for which MV is known. Her monthly safety meetings & trainings, safety bulletin boards and safety messages are impressive.

Russell Tieskoetter, our Divisions Regional Vice President has been a great asset and support to our General Manager and is very accessible to the City of Greenville. His confidence in Kathy is apparent and his support is always available.

Ridership in 2015 was at 49,434. This is down 2.4% from 2014. We are seeing rider demographics shift to many younger riders using GTS for transportation to and from work. Demand for transit is heavy especially the first of the month when both social security and public assistance checks are deposited. The majority of our riders continue to be elderly or disabled. Wheelchair/scooter passengers make up a large portion of these riders.

The City of Greenville appreciates the partnership attitude MV brings to our transit system and we look forward to working with your company in the next several years.

Respectfully,

Pamela K. Garland  
Public Transportation Director

Cc: Michael C. Bowers, Mayor  
Russell Tieskoetter  
Kathy Cool



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, TX 75266-0163  
214/749-3278

July 23, 2015

Mr. Doug Gies  
President, Southwest Group  
MV Transportation  
5910 N Central Expressway, #1145  
Dallas, TX 75206

Dear Mr. Gies,

We have just completed the first half of calendar year 2015 and have only one quarter left in our fiscal year. DART is extremely pleased with the progress and improvements MV Transportation has made in providing Mobility Management Services, which are reflected in the most recent key performance indicators (KPI).

The KPIs for the first six months of this year are the highest they have been since the inception of our contract in October 2012. The KPIs that best reflect the experience our customer has while using our service (on-time performance, call times, average ride time, and complaints) are all trending downward. MV has certainly met DART expectations in this regard.

I understand that this accomplishment would not be possible without local staff that can perform at the highest levels. This is certainly what DART has experienced with MV's local team led by your General Manager, Mr. Keith Anglin. What is most impressive is the way they have inserted themselves into the community that we serve through meetings at major centers and their interactions with our customers at public meetings like the ADA meeting we concluded just this past Saturday. Their dedication and performance is noted and recognized.

All eyes are on the future. We anticipate these current trends will continue and net the best performance results we have had as an organization. We are excited about our current partnership with MV Transportation.

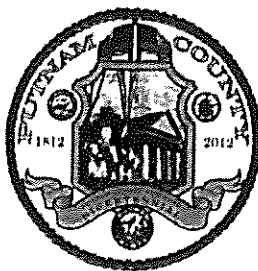
Sincerely,

A handwritten signature in black ink, appearing to read "JOA", written over a horizontal line.

John Adler  
Vice President, Procurement

A handwritten signature in black ink, appearing to read "Doug Douglas", written over a horizontal line.

Doug Douglas  
Vice President, Mobility Management Services



July 1, 2015

Kevin Klika, CEO  
MV Transportation  
5910 N Central Parkway, Suite 1145  
Dallas, Texas 75206

Dear Mr. Klika:

I would like to congratulate your team; during the first 64 weeks of our contract you have demonstrated excellence in transportation. I am sure it is with great pride that you lead MV Transportation. Adem Adem from the beginning made a commitment to a strong partnership. I must begin by saying that the corporation has surpassed my every expectation. Your company's commitment to Putnam County is greatly appreciated.

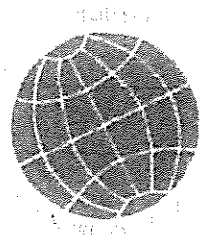
Putnam County has been the beneficiary of unyielding support from MV Transportation. The corporate team is always available, and the wealth of knowledge amassed within your national organization has brought efficiencies to our system that was suffering the malaise of being three decades old. MV was able to sail through a seamless transition against the odds and incorporate many improvements. The team is committed, with positive beliefs and values, and always puts the customer is first.

During the transition, the corporate team descended on us and instantly improved how we do business. The regional and corporate support that we received from every facet of transportation including, operations, maintenance, safety, logistics, and technology all revived a tired system. The Prekindergarten/Early Intervention child transports are perhaps the most difficult part of our multi-faceted system, and I receive accolades on a regular basis from parents of these children with special needs. During the transition one of the mechanics from Atlanta who assisted in the transition said something to me that I will never forget, he said, "The entire company realizes how important their job is and we committed because it is all about getting grandma to dialysis." Everyone at every level recognizes the importance of the work we ultimately do to provide service to the public. Your team seems always to get it right.

Everything from more efficient operations to a higher standard of safety led Putnam County to great a much improved transit system. The most remarkable thing is the close bond we have shared with your company at every level; corporate, regional and, of course, the ground troops, speaking about your local team, I could not have a better general manager, and I assure you that her team shares your values and commitment. MV has a knack to attract the best and brightest. Thank you again for your commitment, and I look forward to our continued relationship.

Vincent M. Tamagna,

  
Putnam County Director of Transportation



# HANFORD JOINT UNION HIGH SCHOOL DISTRICT

823 West Lacey Boulevard • Hanford, California 93230

Phone: 559-883-4981 • Fax: 559-889-0760

www.hjuid.net

## BOARD OF TRUSTEES

Earl Anderson     Art Brice     Abou M. Zafar     Danae Pardo     Jeff Anderson

William L. Fishbough, Superintendent

June 3, 2015

Cam Lu  
MV Transportation, Inc.  
629 W. Davis St. • Division 62  
Hanford, CA 93230

Dear Cam,

As the current Chairperson of the Kings County Transportation Authority (KSTA) I would like to take this opportunity to express my appreciation for the effort MV Transportation has put into serving the students of Kings County. The transition from our old provider to MV Transportation went seamless from our perspective thanks solely to the efforts of YOUR company.

With very little assistance from the previous transportation service you were able to get the buses ready over the weekend so service to our students went uninterrupted. MV Transportation has been quick to respond to any situation that has come up and parent complaints to my office are nonexistent. The buses are well maintained and service has been provided each day in a prompt fashion. In addition, you have been accommodating and quick to respond to site schedule changes.

I am looking forward to many years of working with MV Transportation.

Sincerely,

William L. Fishbough  
Superintendent HJUHSD  
KSTA Chairperson

WLF/djs

# Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801  
775-738-5398 Phone • 775-753-8535 Fax

Commissioners  
Delmo Andreozzi  
Demar Dahl  
Cliff Eklund  
Glen G. Guttry  
Rex Steninger

Elko County Manager  
Robert K. Stokes

Executive Assistant  
Michele Petty

Receptionist/Clerical  
Sarah Dill



May 28, 2015

MV Transportation, Inc.  
Mark Elias; Vice President of Operation - Northwest  
2458 N Highway 89  
Ogden, UT 84404

Dear Mr. Elias,

We would like to extend a deep and sincere thank you to MV Transportation, Inc. regarding the progress MV has helped make in the operations of the GET (Greater Elko Transit) My Ride program.

In the year and a half that MV Transportation, Inc. has been contracted with Elko County, they have not only followed the instructions, policies and procedures supplied to them by Elko County Transit Department; they have also brought expertise, ideas and practical suggestions to the project that has led to the improvement of the program.

If it weren't for Mr. Petrovic's efforts to find the correct contact at Utah Transit Authority (UTA), we would not have received the 3 buses that UTA donated to our program. He has also been a resource to us in the process of creating a transit plan.

Heather Oleson (Local Operations Manager) has been an important asset to the GET My Ride program. She is the person who works directly with Elko County Transit Department to carry out the program's plans. She deals directly with passengers, has oversight of the staff, tracks data and schedules maintenance. She has also volunteered her time many times to decorate and drive buses in parades, create collaborative partnerships with service agencies and other projects that have benefited small non-profit organizations.

The GET My Ride program has passed two reviews with very positive results: Nevada Department of Transportation (NDOT) and Aging and Disabilities Service Division (ADSD). Both agencies have conducted on-site reviews and the program passed the reviews with only very minor corrections.



Thank you for your hard work and dedication to the GET My Ride program.

Sincerely,

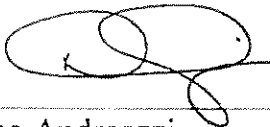
Elko County Board of Commissioners



Demar Dahl, Chair



Glen G. Guttry, Vice Chair



Delmo Andreozzi



Cliff Eklund



Rex Steninger



2915 Jorie Blvd.  
Oakbrook, IL 60523

April 20, 2015

Mr. Brian Balogh  
MV Transportation  
[Brian.Balogh@mvtransit.com](mailto:Brian.Balogh@mvtransit.com)

Dear Brian,

The purpose of this letter is to thank MV Transportation and provide recognition to your company and team, particularly Steve Baker.

This past year presented several challenges to our operations as result of changes to our business. Each time MV Transportation answered the call and provided very quick response times. Steve was prompt in returning all messages and in most cases was able to provide the information needed on the spot.

It is a delight to work with a vendor partner that is responsive and solution oriented.

Thank you!

A handwritten signature in cursive script that reads "Smiller".

Susan M. Miller  
Director Fleet Program Services  
McDonald's Corporation  
[1fleet.sue.miller@us.mcd.com](mailto:1fleet.sue.miller@us.mcd.com)  
630-623-6173

**Carlos Hernandez**  
Mayor

**Isis Garcia-Martinez**  
Council President

**Luis Gonzalez**  
Council Vice President



Council Members

**Jose F. Caragol**  
**Vivian Casals-Muñoz**  
**Katharine E. Cue-Fuentes**  
**Paul B. Hernandez**  
**Lourdes Lozano**

# City of Hialeah

April 17, 2015

MV Contract Transportation  
Ed Overn Regional Vice President

Mr. Ed Overn,

I am writing this letter to re-confirm how pleased we are on having MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

The number of customer calls and complaints has decreased. MV continues to provide the operators with ongoing training to ensure the best possible service is given. This shows a commitment to the quality of service that we envision for our transit system.

As stated in prior letters, with Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance. We are in the middle of a Triennial Audit that is being performed and MV has sent a specialist on the topic of Drug and Alcohol Policies to train some of MV staff as well as City staff to ensure that we are all in compliance with all FTA requirements. Again this shows the partnership that we have with MV, and it shows the dedication that MV has with the City.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

Mr. Jorge de la Nuez



Public Works  
Alternative Transportation Division  
401 Vernon Street  
Roseville, California 95678-2600

March 31, 2015

Mr. Kevin A. Klika, Chief Operating Officer  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Kevin,

As we begin our 14th year of working together, I wanted to take a moment to express my sincere appreciation to you, your staff, and the entire MV organization for the outstanding service we receive on a daily basis.

I am extremely impressed with the professionalism of the local MV Management team here in Roseville. Rich Frost (GM), Cynthia Lopez (OM), Richard Gwin (SM), Rosemary Lane (AM), and their staff continue to meet or exceed our expectations regarding all aspects of the operation. We feel very fortunate to have such an experienced and devoted group of managers at the Roseville site.

As you know, the MV team manages both the Roseville Transit side of our operation, as well as oversees the task of running the Placer County Transit Information Center which provides information and trip reservations for passengers of multiple transit operators in the region. The local MV team is quick to respond to various challenges, in addition to taking the proper steps necessary to mitigate future concerns. They are proactive with all operational issues, while keeping my staff informed of issues on day to day matters. They also do a great job at coordinating with other local transit agencies to help increase productivity and efficiencies within the region.

Each time I visit the division, I can tell that the morale is high and that the front line employees are motivated to get the job done in the best manner possible. I am extremely impressed that the division has sustained only 1 preventable injury in over 3 years. I also appreciate the team's commitment to our community, from their participation in Roseville parades, to Stuff-A-Bus, to the company's membership in the Chamber of Commerce. This is a strong indication that MV Transportation and the local team not only care about the operation, but also about the community they serve.

The City of Roseville and Alternative Transportation Office truly appreciates working with MV Transportation and all the hard work your local team puts forth toward making our transit system and the regional call center the best in the west.

Sincerely,



Mike Wixon  
Alternative Transportation Manager  
City of Roseville



Western Contra Costa  
Transit Authority

January 27, 2015

Mr. Brian Kibbe, CEO  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Kibbe,

I am writing to express my sincere appreciation to MV, and to the outstanding site managers and employees assigned to our location, for the exemplary service we have received both during the current contract period and, in fact, throughout the more than 14 years of our partnership with your company. As you may know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 14 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

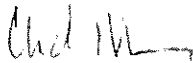
Since the beginning of this new contract period, Electra has found a way of further improving the already stellar performance of the local team, as exemplified by the location being acknowledged for its excellent safety record, and having two employees named as recipients of the prestigious "MV Cares" award. This speaks not only to the caliber of employees Electra attracts to the location, but to the high professional standards she and her staff have instilled in the workforce.



This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and Operations Manager Stacey Burks (one of the MV Cares award winners) have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a willingness to go 'above and beyond' to safeguard the operational readiness of the fleet, and to ensure our passengers are comfortable and safe.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson  
General Manager

**PUBLIC WORKS  
DEPARTMENT**

**ADMINISTRATION**

3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**FLEET SERVICES**

3303 Butti Way, Building 2  
Carson City, NV 89701-3498  
Ph: 775-887-2356  
Fx: 775-887-2258

**OPERATIONS**

(Water, Sewer, Wastewater,  
Streets, Landfill, Environmental)  
3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**ENGINEERING/  
TRANSPORTATION/  
CAPITAL PROJECTS**

3505 Butti Way  
Carson City, NV 89701-3498  
Ph: 775-887-2355  
Fx: 775-887-2112

**BUILDING and SAFETY  
PERMIT CENTER**

108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2310  
Fx: 775-887-2202

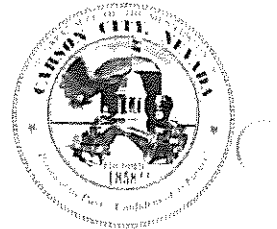
**PLANNING**

108 E. Proctor Street  
Carson City, NV 89701-4240  
Ph: 775-887-2180  
Fx: 775-887-2278

**HEARING IMPAIRED**

Dial 711

**CARSON CITY NEVADA**  
Consolidated Municipality and State Capital



January 8, 2015

Mark Elias, Vice President, Operations – Northwest  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

RE: Division 51 Performance – 2014


Dear Mr. Elias,

I am writing to express appreciation for the performance of the Division 51 staff in Carson City, and, in particular, Ms. Lisa Leuschner, General Manager, during the past year.

During 2014, MV staff was successful in providing additional accident and incident free transportation services during the Sesquicentennial Fair, participated in multiple outreach activities geared toward the elderly and disabled communities in Carson City, and accommodated city officials and the public during special events. They also accommodated requests for various reports as required by Logisicare and the Division of Health Care Financing and Policy in a timely manner. Further, they professionally managed a service expansion including expanded weekday evening service, all in addition to dependably providing regular and ongoing transit service despite numerous vehicle issues, for a record total of over 212,000 passenger trips during 2014.

We look forward to continuing working with you, Lisa, and MV Transportation during the coming year.

Sincerely,

  
Patrick A. Pittenger, AICP, PTP  
Transportation Manager

December 13, 2014

Mr. Kevin Klika  
MV Transportation Inc  
5910 N Central Expressway  
Suite 1145  
Dallas, TX 75206

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003; it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and paratransit bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

During 2014 KART began implementing new technology on both the fixed routes and paratransit. In implementing the new technology we knew there would be hurdles that would need to be overcome. The implementation of the new technology would affect every layer of our operations and would require input and cooperation from everyone. The level of dedication, professionalism, and leadership displayed by ALL MV Transportation Hanford Division Staff, has exceeded our expectation.

Because of the relationship we have built through the years MV Transportation Hanford Division Staff and KCAPTA Staff have been able to successfully communicate not just in the implementation phase, but in the planning phase of the technology project that the hurdles we thought we would need to overcome were merely bumps in the road.

With the new technology came a lot of changes for both the riders and everyone involved with the day-to-day operations of the KART bus systems. I would like to acknowledge the professionalism, and dedications exhibited by ALL of the MV Transportation Hanford Division Staff. Although I do not believe that anyone can say they fully embrace change, the Hanford Division Staff has made the implementation of the new technology successful by effectively communicating issues and offering impressive solutions.



Kings Area Rapid Transit (KART)  
629 Davis Street - Hanford, California 93230  
OFFICE (559) 872-2092  
FAX (559) 872-2127  
www.mvktbus.com



MV Transportation continues to remain active in the community, especially around the holidays. Annually MV Transportation has sponsored a "Stuff the Bus" campaign in which riders donate canned good for a chance to win prizes. At the end of the campaign, MV Transportation delivers all the food collected to a local charity.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable: I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in black ink, appearing to read "Angie Dow", with a long horizontal flourish extending to the right.

Angie Dow  
Executive Director

# County of Los Angeles

Invitation for Bid BRC0000273: Willowbrook, et al.,  
Dial-A-Ride Services



**Submitted To:**

**Los Angeles County  
Department of Public Works**  
Eric Fong  
p: (626) 458-4077  
**E-mail: erfong@pw.lacounty.gov**

Ani Karapetyan  
p: (626) 458-4050  
**E-mail: akarapetyan@pw.lacounty.gov**

P.O. Box 1460  
Alhambra, CA 91802-1460

**Submitted By:**

**MV Transportation, Inc.**  
2711 N. Haskell Avenue  
Suite 1500 LB-2  
Dallas, TX 75204

p: 972.391.4600  
www.mvtransit.com

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*



## Confidentiality Statement

*As a privately-held company, many aspects of MV's business are considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the County of Los Angeles. It includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.*

*For ease of the County's review, MV:*

- Has redacted trade secret, confidential, proprietary, or other personal information from our proposal narrative in a redacted electronic copy;*
- Indicates those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- Includes confidential attachments in this proposal response; these are marked "confidential" in the margins of each document; and*
- Considers its pricing information confidential and has therefore indicated so in the margin of each price page.*





March 28, 2022

Los Angeles County Public Works  
Business Relations and Contracts Division: 8th Floor  
Attention Mr. Eric Fong or Ms. Ani Karapetyan  
P.O. Box 1460  
Alhambra, California 91802-1460  
Re: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE IFB # BRC0000273

Dear Eric Fong and Ani Karapetyan:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates (or MV) greatly appreciate the opportunity to submit its proposal in response to Los Angeles County Public Works Request for Invitations for Bids #BRC0000273 for Willowbrook et al. Dial-A-Ride Service.

We are proud of our history of passenger transportation, especially in providing this service. We offer high-quality service delivered by qualified and professional people. We are confident that our operating approach offers the best value for the County.

Our operating plan is built on our promise to our customers, our passengers, and our employees:

*We always place the safety and security of our passengers, our employees, and our communities above all else. We work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We strive to pursue new ideas to bring value to our customers.*

MV acknowledges receipt of Addenda:

- Addendum #1, dated March 7, 2022
- Addendum #2, dated March 15, 2022

You can reach me at 972-951-5355 or keith.anglin@mvtransit.com. Additionally, Scott Sosnowski, chief sales officer, will serve as your secondary contact; you can contact Scott at (810) 599-9189 or scott.sosnowski@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation to continue as your partner for the provision of the Willowbrook et al. Dial-A-Ride Service. We look forward to working with you throughout this procurement.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Anglin", is centered on the page. The signature is fluid and cursive, with a long horizontal stroke at the end.

Keith Anglin

Vice President, Business Development



# Table of Contents

Executive Summary ..... 4

1. Required Forms..... 6

2. Description of Services/Experience..... 7

3. General Manager Stephen Allan..... 9

4. Maintenance Manager Martin Camargo ..... 13

5. California Highway Patrol (CHP) Safety Compliance Inspections ..... 17

6. Spare Service Vehicles ..... 18

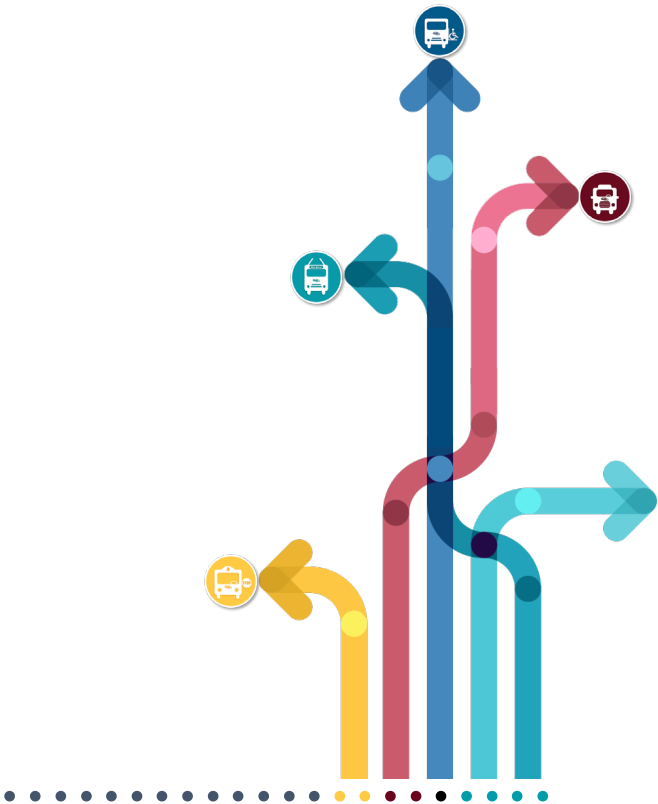
7. Operators Assigned to this Contract..... 19

8. Maintenance Staff Assigned to this Contract and ASE Certifications..... 20

9. Maintenance Staff Section 609 Certifications ..... 21



# EXECUTIVE SUMMARY





# Executive Summary

## Project Understanding

The Willowbrook Dial-A-Ride Service is a paratransit service for eligible elderly and persons with disabilities who reside in the unincorporated County areas of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, Lennox and Rosewood-Willowbrook. MV is uniquely familiar with these services. Our team has worked side-by-side with the County to deliver an optimized, efficient service that leverages proven technologies for paratransit management since 2010. Our national presence, expansive footprint, and overall operations in the Southern California market have enabled our team to deliver best practices in paratransit management to this contract.

## MV's Impact on the Community

MV has been the contractor for the Willowbrook Dial-A-Ride services for more than a decade and two contract terms, and we have demonstrated our dedication through our commitment to the community. During the COVID-19 pandemic, many of our long-term passengers contacted our team with concerns about their inability to travel. Because we have been a part of this community for 22 years, our passengers knew that we would be available to assist them. Our staff and management used MV-owned vehicles to deliver necessities during their time-off, including food and other groceries, to our passengers when they could not leave their homes due to travel restrictions. In November 2021, an oil leak in the water supply in the Dominguez area led to an evacuation that required the transport of residents to hotels. The County requested MV's assistance to transport these residents, and we were available when needed with two operators and vehicles to transport these individuals. Currently, at the request of the County, we assist one passenger who needs to travel outside our standard service area. She is an armed forces veteran who requires regular transportation to and from the VA hospital in Santa Monica, and because of MV, she can make this trip with no issues. MV understands the needs of the Willowbrook passengers. We know them, and they trust us to help them with their daily transportation needs.



## About Our Management Team

As the incumbent contractor for these services, MV provides a tenured, trusted management team who are already familiar with these services, thus eliminating any service disruption and therefore allowing for continued smooth services. Led by Regional Vice President **Judie Smith**, our local Willowbrook team, with over 107 years of combined transportation experience, will continue to oversee the Willowbrook Dial-A-Ride services.







**Stephen Allan** is MV's general manager for the Willowbrook Dial-A-Ride services. Stephen has over 37 years of experience as a transportation professional and will continue to offer the County his deep service knowledge of the Los Angeles area. Our Operations Manager is **Lupe Flores** has been working as the Operations Manager for these services for the past 13 years. **Genevieve Lira** is MV's safety and training manager for these services. She offers over 20 years of experience in the transportation industry and has extensive knowledge of safety regulations, operational standards, vehicle safety, and training. Her experience will aid the County in expanding services while upholding safety standards. Finally, **Martin Camargo** is MV's maintenance manager for these services at our Long Beach location, where he has served as the Maintenance Manager since 2000. Martin is a skilled manager with more than three decades of experience. He ensures vehicles for the Willowbrook Dial-A-Ride services are carefully maintained and ready for service daily.

Together, MV has established a knowledgeable and prepared team to support the County's services while delivering a stable and consistent workforce.

## Commitment to Diversity

MV has a company-wide commitment to the mentorship and development of disadvantaged businesses. As a part of this procurement process, MV made a good faith effort to ensure that Community Based Enterprises (CBEs) had full opportunity to provide supplies, equipment, technical services, and other services under this contract. We published ads in multiple publications, prepared quote forms for varying scopes for participation, and completed multiple outreach efforts to potential partners. The participation by the CBE firms contacted was very limited. We have included documentation of our efforts in an attachment to our forms. During the term of the contract, we will continue to look for opportunities to partner with CBE firms whenever possible.

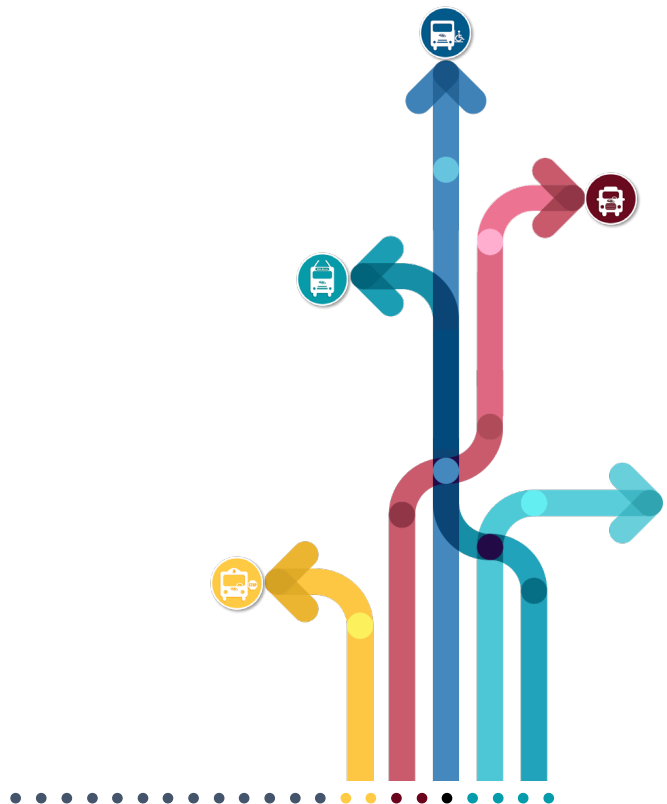


## Moving Forward with MV

LA County knows MV, and MV knows LA County. For 12 years, our teams have partnered to deliver a safe, reliable, and responsive service. Our commitment to this service and the community we serve is proven and will continue through the new contract term. MV looks forward to the continuation of our lasting partnership with the County.



# TAB 1: REQUIRED FORMS





# 1. Required Forms

On the following pages, we have included the following forms required by the IFB:

FORMS	
<b>PW-2.1A – 2.7A</b>	Schedule of Prices (Addendum 1)
<b>PW-8.1</b>	(Supplemental) List of Subcontractors
<b>PW-9.1</b>	(Supplemental) Request for County’s Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
<b>PW-10.1</b>	(Supplemental) Gain and Grow Employment Commitment
<b>PW-11.1</b>	(Supplemental) Transmittal Form to Request a Solicitation Requirements Review
<b>PW-17.1</b>	(Supplemental) Zero Tolerance Human Trafficking Policy Certification
<b>PW-18.1</b>	(Supplemental) Bidder’s Compliance with the Minimum Requirements of the IFB
<b>PW-19.1</b>	(Supplemental) Statement of Equipment Form
<b>PW-20.1</b>	(Supplemental) Displaced Transit Employee Declaration
<b>PW-21.1</b>	(Supplemental) Compliance with Fair Chance Employment Hiring Practices Certification
<b>PW-22.1</b>	(Supplemental) COVID-19 Vaccination Certification of Compliance

LIVING WAGE FORMS	
<b>LW-2.1</b>	(Supplemental) Living Wage Program – Application for Exemption
<b>LW-3.1</b>	(Supplemental) Living Wage Rate Annual Adjustments
<b>LW-4.1</b>	(Supplemental) Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
<b>LW-7.1</b>	(Supplemental) Instructions for PW-2 Schedule of Prices and LW-8, Cost Methodology
<b>LW-8.1A – 8.6A</b>	(Supplemental) Proposer’s Staffing Plan and Cost Methodology

Following the forms, MV has included its Items for Discussion as an attachment to this section.




**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Hours	Proposed Price (Hourly Rate x Estimated Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>106.17</u> /Hour	1,500	\$ <u>159,255.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>110.52</u> /Hour	50	\$ <u>5,526.00</u>
<b>ESTIMATED TOTAL HOURS</b>			1,550	
<b>PROPOSED PRICE</b>				\$ <u>164,781.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.47</u> /Mile	50	\$ <u>223.50</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 50 Vehicle Revenue hours for FY 2023 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>119.32</u> /Hour	3,000	\$ <u>357,960.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>2</sup>	\$ <u>124.89</u> /Hour	100	\$ <u>12,489.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>370,449.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.69</u> /Mile	100	\$ <u>469.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>2</sup> We estimate 100 Vehicle Revenue hours for FY 2023 -24 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>124.52</u> /Hour	3,000	\$ <u>373,560.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>130.28</u> /Hour	100	\$ <u>13,028.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>386,588.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>4.92</u> /Mile	100	\$ <u>492.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2024-25 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>130.97</u> /Hour	3,000	\$ <u>392,910.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>136.91</u> /Hour	100	\$ <u>13,691.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>406,601.00</u>

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.17</u> /Mile	100	\$ <u>517.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2025 -26 in case a County Vehicle is in an accident and is out of service for an extended period of time.


**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>137.18</u> /Hour	3,000	\$ <u>411,540.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>143.29</u> /Hour	100	\$ <u>14,329.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>425,869.00</u>

<b>OPTIONAL SUPPLEMENTAL TAXI RATE</b>				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.43</u> /Mile	100	\$ <u>543.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**

LEGAL NAME OF BIDDER MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON Assistant Corporate Secretary	DATE March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2026 -27 in case a County Vehicle is in an accident and is out of service for an extended period of time.




**SCHEDULE OF PRICES  
FOR  
WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Item	Description	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>143.19</u> /Hour	3,000	\$ <u>429,570.00</u>
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ <u>149.48</u> /Hour	100	\$ <u>14,948.00</u>
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			3,100	
<b>PROPOSED ANNUAL PRICE</b>				\$ <u>444,518.00</u>

<b>OPTIONAL SUPPLEMENTAL TAXI RATE</b>				
Item	Description	Cost Per Mile	Estimate Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Miles)
1.	Supplemental Taxi Rate per Mile - (Optional)	\$ <u>5.70</u> /Mile	100	\$ <u>570.00</u>

**The optional Supplemental Taxi Rate will not be calculated as part of the Total Proposed Annual Price**


LEGAL NAME OF BIDDER	
MV Transportation, Inc.	
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID	
Dorothea DePrisco 	
TITLE OF AUTHORIZED PERSON	DATE
Assistant Corporate Secretary	March 28, 2022

<sup>1</sup> We estimate 100 Vehicle Revenue hours for FY 2027 -28 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**SCHEDULE OF PRICES  
 FOR  
 WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

	TERMS	PROPOSED PRICE FOR EACH TERM
1	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - INITIAL 6 MONTH TERM	\$ 164,781.00
2	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 1	\$ 370,449.00
3	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 2	\$ 386,588.00
4	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 3	\$ 406,601.00
5	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 4	\$ 425,869.00
6	WILLOWBROOK ET AL. DIAL-A-RIDE SHUTTLE SERVICE - OPTION YEAR 5	\$ 444,518.00
<b>TOTAL PRICE FOR TERMS 1 THROUGH 6</b>		\$ 2,198,806.00

LEGAL NAME OF BIDDER MV Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID Dorothea DePrisco 		
TITLE OF AUTHORIZED PERSON Assistant Corporate Secretary		
DATE March 28, 2022	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
BIDDER'S ADDRESS: 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas TX 75204		
E-MAIL keith.anglin@mvtransit.com		
PHONE (972) 951-5355	MOBILE (972) 951-5355	FACSIMILE (707) 446-4177

**LIST OF SUBCONTRACTORS**

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.


Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

**FORM PW-8.1  
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	<b>Subcontractor Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning</b>
1	None							
2								
3								
4								
5								
6								
7								
8								
9								
10								

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name: Dorothea DePrisco	Authorized Signature 	Title Assistant Corporate Secretary	Date March 28, 2022
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**COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<b><u>NAME/ADDRESS</u></b>	<b><u>TYPE OF WORK OR PRODUCT</u></b>	<b><u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u></b>	<b><u>PERCENTAGE OF BASE PRICE PROPOSAL</u></b>
<u>MV will continue to identify opportunities for CBE participation as they become available.</u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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# **COMMUNITY BUSINESS ENTERPRISES**

## **GOOD FAITH EFFORT DOCUMENTATION**

# MV Transportation's Good Faith Effort

**MV Transportation's Good Faith Effort Log for WILLOWBROOK ET AL. DIAL-A-RIDE  
SERVICE (BRC000273)**

Company Name	Email	Contact Name	Address	Phone Number	Description of Services	NAICS Codes	GFL Emailed	Communication	Quote Received (Y/N)	Commitment Made (Y/N)	Rationale (if NO commitment Made)
SKYLINE SAFETY AND SUPPLY	skylinesafety@hotmail.com	PATRICIA SONTAG	4513 NIPOMO AVENUE LAKEWOOD, CA 90713	714-925-0338	Uniforms	315210 - Cut and Sew Apparel Contractors	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
CHRISTINA R SILVA doing business as CRS PRODUCTIONS	mybroker@crsinvest.com	CHRISTINA SILVA	P O BOX 2552 EL SEGUNDO, CA 90245	562-254-5420	Uniforms	315210 - Cut and Sew Apparel Contractors	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
ROTH EVENT-FULL DESIGN COMPANY, INC.	accounting@redcompany.com	CARMELA ROTH	6009 LOYNES DR, LONG BEACH, CA 90803-2330	562-498-1270	Uniforms	315210 - Cut and Sew Apparel Contractors	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
RIMPAC SUPPLIES LLC	kyfie@rimpacsuppliesllc.com	JULIA ALONZO	1304 PERSHING RD, CHULA VISTA, CA 91913-2515	619-547-0767	Uniforms	315220 - Men's and Boys' Cut and Sew Apparel Manufacturing; 424330 - Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
FEDERAL ONE SUPPLIES LLC	velascod@federalonesupplies-gsa.com	DARCY VELASCO	9253 1/2 CEDROS AVE, PANORAMA CITY, CA 91402-1251	424-324-2428	Uniforms	448190 - Other Clothing Stores	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
MIXED UP CLOTHING	sonia@mixedupclothing.com	Sonia Kang	9227 RESEDA BLVD # 130 NORTHRIDGE, CA 91324-3137	818-272-9151	Uniforms	448190 - Other Clothing Stores	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
JOHN GUERRERO doing business as LATINO BASKETBALL ASSOCIATION	lbaceo@outlook.com	JOHN PAULGUERRERO	9442 AERO DR PICO RIVERA, CA 90660-4702	213-364-0040	Uniforms	448190 - Other Clothing Stores	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
XYPLES LLC	tokonkwo@xyples.com	TOCHUKWU OKONKWOR	5800 S EASTERN AVE STE 500 COMMERCE, CA 90040-4033	404-488-8811	Uniforms and Fuel Provision	424330 - Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers; 424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
MCMAYERICK, INC. doing business as APEX SOLUTIONS	KATE@APEXINCSOLUTIONS.COM	KATE FLORES	4653 CARMEL MOUNTAIN RD STE 308 SAN DIEGO, CA 92130-6650	619-695-1595	Uniforms	424330 - Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
SUNWEST ENGINEERING	michelle.munoz@sunwestengineering.com	PAMELA E.LAWRENCE	4780 CHEYENNE WAY CHINO, CA 91710	909-594-9850	Fuel Provision	454310 - Fuel Dealers	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
PINNACLE PETROLEUM, INC.	lmcKinley@pinnaclepetroleum.com	Liz McKinley	16651 GEMINI HUNTINGTN BEACH, CA 92647-4432	714-841-8877	Fuel Provision	424710 - Petroleum Bulk Stations and Terminals, 424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts



**MV Transportation's Good Faith Effort Log for WILLOWBROOK ET AL. DIAL-A-RIDE  
SERVICE (BRC0000273)**

Company Name	Email	Contact Name	Address	Phone Number	Description of Services	NAICS Codes	GFL Emailed	Communication	Quote Received (Y/N)	Commitment Made (Y/N)	Rationale (if NO commitment Made)
FEDERAL ONE SUPPLIES LLC	velasco@federalonesupplies-gsa.com	DARCY VELASCO	9253 1/2 CEDROS AVE PANORAMA CITY, CA 91402-1251	424-324-2428	Fuel Provision	424720 - Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
PARTNERS IN DIVERSITY INC	arlene.apodaca@p-i-d.biz	Arlene Apodaca	ASGE MARQUETTE COMMERCIAL FINANCE 690 E. GREEN ST #101, Pasadena, CA 91101	626-793-0020	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
DAVINA DOUTHARD, INC.	1stlady@ddi-us.com	DAVINA DOUTHARD	1601 NORTH SEPULVEDA #527, MANHATTAN BEACH, CA 90266	310-540-5120	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	2/25/2022: Davina responded with interest.  3/8/2022: Sales followed up with a phone call. Crista responded to Davina asking for direct number.  3/9/2022: Keith followed up with Davina to discuss opportunity. Davina's scope of work did not meet the needs of this project, but Keith will discuss potential future opportunities with this firm.	No	N/A	This firm is a source recruiter for people with disabilities, and scope of work does not properly align with MV's business needs at this time.
TAKAKO PROFIT doing business as BLOSSOMY SOLUTIONS	takako@blossomysolutions.com	TAKAKO PROFIT	21010 ANZA AVE APT 20, TORRANCE, CA 90503-9032	310-469-3186	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
PROED CONSULTING AND STAFFING INC	lupita@proedcs.com	MARIA G DE LA TORRE	2934 E GARVEY AVE S, STE 250, WEST COVINA, CA 91791-2186	626-771-3704	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
JASARA CONSTRUCTION SOURCE COMPANY	jfranklin@jasaraconstructionsourc.com	JEAN FRANKLIN	149 E NORTON ST, LONG BEACH, CA 90805-4038	562-200-9174	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
SOUTHLAND HR SERVICES, LLC	ktilque@southlandhrservices.com	KEITH TILQUE	4067 HARDWICK ST PMB 453, LAKEWOOD, CA 90712-2350	310-346-1248	Vehicle Cleaning	561311 - Employment Placement Agencies	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
BLACKSTONE CONSULTING, INC.	cindy@blackstone-consulting.com	RONALD BLACKSTONE	11726 SAN VICENTE BLVD., SUITE 550, LOS ANGELES, CA 90049	310-826-4389	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
NMS MANAGEMENT, INC.	nmsmanagement@msn.com	David S Guaderrama	155 W 35TH ST STE A, NATIONAL CITY, CA 91950-7922	619-425-0440	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts

**MV Transportation's Good Faith Effort Log for WILLOWBROOK ET AL. DIAL-A-RIDE  
SERVICE (BRC000273)**

Company Name	Email	Contact Name	Address	Phone Number	Description of Services	NAICS Codes	GFL Emailed	Communication	Quote Received (Y/N)	Commitment Made (Y/N)	Rationale (if NO commitment Made)
FACILITY FORCE CORPORATION	ehwang@f2force.com	EUGENE HWANG	2363 S ATLANTIC BLVD, COMMERCE, CA 90040-1256	213-533-1000	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
SDVOSB MATERIALS TECHNOLOGY & SUPPLY LLC	harrison.kendall@sdvosbmaterials.com	HARRISON KENDALL	134 GRATTAN ST APT 3L, BROOKLYN, NY 11237-1729	917-216-9400	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
ASTRODONICS LLC	joseph@astrodonics.com	KINSLY JOSEPH	111 W 7TH ST, STE 308 LOS ANGELES, CA 90014-3934	323-686-8262	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
REID GROUP SOLUTIONS	reidgroupsolutions@gmail.com	OCTAVIA REID	14266 VENTURE BLVD SUITE 2141 SHERMAN OAKS, CA 91403	800-857-1898	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
PALMERA BUILDING SERVICES LLC	reidgroupsolutions@gmail.com	EMAD TADROS	14766 PALMERA CT, BALDWIN PARK, CA 91706-3446	310-622-3344	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
TAAR MOVING & MANAGEMENT SERVICES, INC.	toni@thetongroup.com	TONI GOLDEN	139 S BEVERLY DR STE 331, BEVERLY HILLS, CA 90212-3020	888-448-2739	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts
ASH INTEGRATED ENTERPRISES INC	ashish@aiefirm.com	ASHISH SHAH	4938 E LA PALMA AV, ANAHEIM, CA 92807-1912	714-410-5332	Vehicle Cleaning	561720 - Janitorial Services	2/25/2022	Phone call made on 3/4/2022	No	N/A	No response after multiple outreach efforts

# Advertisements

**San Gabriel Valley Tribune**

Affiliated with SGV Newspaper Group  
605 E. Huntington Drive, Suite 100  
Monrovia, California 91016  
(626) 598-8826

MV Transportation  
2711 N. Haskell Ave, Suite 1500  
Dallas, Texas 75204

**FILE NO. 0011520830**  
**PROOF OF PUBLICATION**  
**(2015.5 C.C.P.)**

**STATE OF CALIFORNIA**  
**County of Los Angeles**

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of Monrovia, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**02/28/2022, 03/01/2022, 03/02/2022,**  
**03/03/2022, 03/04/2022**

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, California  
On this 4th day of March, 2022.

Eva Almeida  
Signature

MV Transportation, Inc. (MV) is proposing as a prime consultant in response to the Notice of Invitation for Bids for Willowbrook et al. Dial-a-ride Service (BRC0000273) project located in Los Angeles County, CA. The proposal due date is 3/14/2022. We would appreciate letters of interest from firms who are currently certified with the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs, in addition to the Community Business Enterprise (CBE) Program, for the following services: Uniforms, Vehicle Washing/Cleaning, and Fuel Provision. For more information, bonding, lines of credit, insurance, IFB and scope of work details, please contact Crista Rodriguez at [MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com) or (510) 710-9885 by Tuesday, March 8, 2022.

San Gabriel Valley Tribune  
Published: 2/28, 3/1, 3/2, 3/3, 3/4/22

**Los Angeles Daily News**

21622 Plummer St. Suite 200  
Chatsworth, California 91311  
(818) 713-3000

MV Transportation  
2711 N. Haskell Ave, Suite 1500  
Dallas, Texas 75204

**FILE NO. 0011520932**  
PROOF OF PUBLICATION AFFIDAVIT  
(2015.5 C.C.P.)


STATE OF CALIFORNIA  
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Daily News, a newspaper of general circulation, printed and published 7 times weekly in the City of Chatsworth, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of May 26, 1983, Case Number Adjudication #C349217; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**03/01/2022, 03/02/2022, 03/03/2022,  
03/04/2022**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Chatsworth, California,  
on this 4th day of March, 2022.

  
\_\_\_\_\_  
Signature

MV Transportation, Inc. (MV) is proposing as a prime consultant in response to the Notice of Invitation for Bids for Willowbrook et al. Dial-a-ride Service (BRC0000273) project located in Los Angeles County, CA. The proposal due date is 3/14/2022. We would appreciate letters of interest from firms who are currently certified with the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs, in addition to the Community Business Enterprise (CBE) Program, for the following services: Uniforms, Vehicle Washing/Cleaning, and Fuel Provision. For more information, bonding, lines of credit, insurance, IFB and scope of work details, please contact Crista Rodriguez at MVDBE2@mvtransit.com or (510) 710-9885 by Tuesday, March 8, 2022.

Los Angeles Daily News  
Published: 3/1, 3/2, 3/3, 3/4/22

**Los Angeles Daily News**

21622 Plummer St. Suite 200  
Chatsworth, California 91311  
(818) 713-3000

MV Transportation  
2711 N. Haskell Ave, Suite 1500  
Dallas, Texas 75204

**FILE NO. 0011520864**  
PROOF OF PUBLICATION AFFIDAVIT  
(2015.5 C.C.P.)

STATE OF CALIFORNIA  
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Daily News, a newspaper of general circulation, printed and published 7 times weekly in the City of Chatsworth, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of May 26, 1983, Case Number Adjudication #C349217; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**03/05/2022, 03/06/2022**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Chatsworth, California,  
on this 6th day of March, 2022.



\_\_\_\_\_  
Signature

MV Transportation, Inc. (MV) is proposing as a prime consultant in response to the Notice of Invitation for Bids for Willowbrook et al. Dial-a-ride Service (BRC0000273) project located in Los Angeles County, CA. The proposal due date is 3/14/2022. We would appreciate letters of interest from firms who are currently certified with the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs, in addition to the Community Business Enterprise (CBE) Program, for the following services: Uniforms, Vehicle Washing/Cleaning, and Fuel Provision. For more information, bonding, lines of credit, insurance, IFB and scope of work details, please contact Crista Rodriguez at MVDBE2@mvtransit.com or (510) 710-9885 by Tuesday, March 8, 2022.

Los Angeles Daily News  
Published: 3/5, 3/6/22

# Call Log

First Name	Last Name	Phone	Attempt	DateTime	Result
ARLENE	APODACA	626-793-0020	1	3/4/2022 1:21 PM PST	Answering Machine
ASHISH	SHAH	714-410-5332	1	3/4/2022 1:20 PM PST	Answering Machine
CARMELA	ROTH	562-498-1270	1	3/4/2022 1:21 PM PST	Answering Machine
CHRISTINA	SILVA	562-254-5420	1	3/4/2022 1:21 PM PST	Answering Machine
DARCY	VELASCO	424-324-2428	1	3/4/2022 1:20 PM PST	Answering Machine
DAVID	GUADERRAMA	619-425-0440	1	3/4/2022 1:21 PM PST	Connected(Live)
DAVINA	DOUTHARD	310-540-5120	1	3/4/2022 1:21 PM PST	Answering Machine
EMAD	TADROS	310-622-3344	1	3/4/2022 1:20 PM PST	Answering Machine
EUGENE	HWANG	213-533-1000	1	3/4/2022 1:19 PM PST	Connected(Live)
HARRISON	KENDALL	917-216-9400	1	3/4/2022 1:21 PM PST	Answering Machine
JEAN	FRANKLIN	562-200-9174	1	3/4/2022 1:21 PM PST	Answering Machine
JOHN	PAULGUERRERO	213-364-0040	1	3/4/2022 1:21 PM PST	Answering Machine
JULIA	ALONZO	619-547-0767	1	3/4/2022 1:20 PM PST	Answering Machine
KATE	FLORES	619-695-1595	1	3/4/2022 1:20 PM PST	Answering Machine
KEITH	TILQUE	310-346-1248	2	3/4/2022 2:21 PM PST	Answering Machine
KINSLY	JOSEPH	323-686-8262	1	3/4/2022 1:20 PM PST	Answering Machine
LIZ	MCKINLEY	714-841-8877	1	3/4/2022 1:19 PM PST	Answering Machine
MARIA	DE LA TORRE	626-771-3704	1	3/4/2022 1:19 PM PST	Answering Machine
PAMELA	LAWRENCE	909-594-9850	1	3/4/2022 1:20 PM PST	Answering Machine
PATRICIA	SONTAG	714-925-0338	1	3/4/2022 1:19 PM PST	Connected(Live)
RONALD	BLACKSTONE	310-826-4389	1	3/4/2022 1:21 PM PST	Answering Machine
SONIA	KANG	818-272-9151	1	3/4/2022 1:20 PM PST	Answering Machine
TAKAKO	PROFIT	310-469-3186	1	3/4/2022 1:21 PM PST	Answering Machine
TOCHUKWU	OKONKWOR	404-488-8811	1	3/4/2022 1:20 PM PST	Answering Machine



# OUTREACH EMAIL

## Crista Rodriguez

---

**From:** MVDBE2  
**Sent:** Friday, February 25, 2022 6:32 PM  
**To:** MVDBE2  
**Subject:** Looking for CBE Program businesses for project in Los Angeles County, CA

**Bcc:** 'skylinesafety@hotmail.com'; 'mybroker@crsinvest.com'; 'accounting@redcompany.com'; 'kylie@rimpacsuppliesllc.com'; 'velascod@federalonesupplies-gsa.com'; 'sonia@mixedupclothing.com'; 'lbaceo@outlook.com'; 'tokonkwor@xyples.com'; 'KATE@APEXINCSOLUTIONS.COM'; 'michelle.munoz@sunwestengineering.com'; Liz McKinley; Mike Schaffner; 'velascod@federalonesupplies-gsa.com'; 'arlene.apodaca@p-i-d.biz'; '1stlady@ddi-us.com'; 'takako@blossomysolutions.com'; 'lupita@proedcs.com'; 'jfranklin@jasaraconstructionsource.com'; 'ktilque@southlandhrservices.com'; 'cindy@blackstoneconsulting.com'; 'nmsmanagement@msn.com'; 'harrison.kendall@sdvosbmaterials.com'; 'joseph@astrodonics.com'; 'reidgroupsolutions@gmail.com'; 'toni@thetongroup.com'; 'ashish@aiefirm.com'; 'emad.tadros@me.com'

**Project:** NOTICE OF INVITATION FOR BIDS FOR WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE  
(BRC0000273)

**Owner:** County of Los Angeles, Department of Public Works

**Bid Date:** 3/14/2022

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime consultant and would appreciate letters of interest from firms who are currently certified with Los Angeles County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs, in addition to the Community Business Enterprise (CBE) Program, for the following services:

### ***Uniforms, Vehicle Washing/Cleaning, and Fuel Provision***

This is a community paratransit Dial-A-Ride Service for eligible elderly and persons with disabilities who reside in the unincorporated County areas of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, and Rosewood-Willowbrook. Services will be operated from a location in Los Angeles County, CA. We anticipate the total provider fleet will contain approximately five ADA-compliant vehicles. The Invitation for Bids (IFB) documents are available from our office or directly from the County of Los Angeles, Department of Public Works.

**PLEASE NOTE:** YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your status or obtaining certification, contact the County of Los Angeles Department of Consumer and Business Affairs at <http://dcba.lacounty.gov> or (323) 881-3964. If you require additional advice and/or assistance in this process, obtaining bonds, lines for credit, or insurance required by the County or MV, please email Crista Rodriguez at [crista.rodriquez@mvtransit.com](mailto:crista.rodriquez@mvtransit.com).

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of Small, Community and Disadvantaged businesses. If you are interested in participating in this

project, please email or fax a copy of your certificate and brief company bio to [crista.rodriquez@mvtransit.com](mailto:crista.rodriquez@mvtransit.com) or Fax (707) 446-4177 by Tuesday, March 8, 2022.

Sincerely,

*K Anglin*

Keith Anglin  
VP, Business Development

# Responses

## Crista Rodriguez

---

**From:** Keith Anglin  
**Sent:** Thursday, March 10, 2022 1:57 PM  
**To:** Crista Rodriguez  
**Subject:** FW: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

Keith Anglin  
Vice President of Business Development  
MV Transportation, Dallas TX  
972-951-5355 Cell



We Deliver the Best Customer Experience with  
Industry-leading Safety, Reliability and Innovation

---

**From:** Keith Anglin  
**Sent:** Wednesday, March 9, 2022 5:37 PM  
**To:** MVDBE2 <MVDBE2@mvtransit.com>; Davina Douthard <1stlady@ddi-us.com>  
**Subject:** RE: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

Hi Davina,

Thank you for taking my call this afternoon... It was very nice to meet you virtually and over the phone... It was great to hear more about how your organization strives to job source individuals with disabilities...

Right now, we are seeking partners who can provide bus cleaning services. Great conversation today, I like your idea on possibly building a team who can service more than one location.

As mentioned, let's plan to meet in person whenever I'm back in LA next month... It would be great to discuss our business model in more detail and better understand exactly how we can potentially partner in the future...

Thank you,  
KA

Keith Anglin  
Vice President of Business Development  
MV Transportation, Dallas TX  
972-951-5355 Cell



We Deliver the Best Customer Experience with  
Industry-leading Safety, Reliability and Innovation

---

**From:** Keith Anglin  
**Sent:** Wednesday, March 9, 2022 8:59 AM

**To:** MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>; Davina Douthard <[1stlady@ddi-us.com](mailto:1stlady@ddi-us.com)>

**Subject:** RE: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

Good morning, everyone:

Received, thank you... I will reach out to Davina this afternoon.

Have a great week,

KA

Keith Anglin

Vice President of Business Development

MV Transportation, Dallas TX

972-951-5355 Cell



**We Deliver the Best Customer Experience with  
Industry-leading Safety, Reliability and Innovation**

---

**From:** MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>

**Sent:** Tuesday, March 8, 2022 7:41 PM

**To:** Davina Douthard <[1stlady@ddi-us.com](mailto:1stlady@ddi-us.com)>; MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>; Keith Anglin <[keith.anglin@mvtransit.com](mailto:keith.anglin@mvtransit.com)>

**Subject:** RE: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

Hi Davina, thanks for your call and for providing the extension.

[@Keith Anglin](#), can you call Davina tomorrow at the (310) 540-5120 phone number, and mark extension 112? She is unavailable from 10 am – 12 pm Pacific time, but open otherwise.

Thank you!

Crista Rodriguez

Capture Manager

MV Transportation, Inc.

(510)710-9885

---

**From:** Davina Douthard <[1stlady@ddi-us.com](mailto:1stlady@ddi-us.com)>

**Sent:** Tuesday, March 8, 2022 4:57 PM

**To:** MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>

**Subject:** RE: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

**[ CAUTION - EXTERNAL EMAIL ]** This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Ext. 112

---

**From:** MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>

**Sent:** Tuesday, March 8, 2022 4:18 PM

**To:** Davina Douthard <[1stlady@ddi-us.com](mailto:1stlady@ddi-us.com)>; MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>

**Cc:** Keith Anglin <[keith.anglin@mvtransit.com](mailto:keith.anglin@mvtransit.com)>

**Subject:** RE: [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

Hi Davina, we tried to call you today on the number in your signature today, but reached a directory.

Do you have an alternate phone number you can provide for us, so that we can call you directly tomorrow to discuss this opportunity? Please reply to all with your response, as I am copying my sales lead on this project, Keith Anglin.

Thank you!

Crista Rodriguez  
Capture Manager  
MV Transportation, Inc.  
(510)710-9885

---

**From:** Davina Douthard <[1stlady@ddi-us.com](mailto:1stlady@ddi-us.com)>

**Sent:** Friday, February 25, 2022 6:45 PM

**To:** MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)>

**Subject:** [EXTERNAL] Re: Looking for CBE Program businesses for project in Los Angeles County, CA

[ CAUTION - EXTERNAL EMAIL ] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Good evening,

Please explain exactly what you are looking for? I may be interested in a partnership if there's an strategic priority to employ individuals with disabilities.

Davina Douthard, CEO  
Davina Douthard, Inc & Foundation  
1601 N. Sepulveda Blvd, #527  
Manhattan Beach CA 90266  
P: (310) 540-5120  
F: (310) 540-5258

5800 S. Eastern Avenue #500  
Commerce, CA 90040

7300 Alondra Blvd #203  
Paramount, CA 90723

400 Corporate Point #300  
Culver City, CA 90230

*It's not for everyone:* This e-mail, and any attachments hereto, is intended for use only by the addressee(s) named herein, and may contain legally privileged and/or confidential information. If you are not an intended recipient of this e-mail, you are notified that any dissemination, distribution or copying of this e-mail, and any

attachments hereto, is strictly prohibited. If you have received this e-mail in error, please notify the sender by reply e-mail, and permanently delete this e-mail, and any copies or printouts.

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL

On Feb 25, 2022, at 6:33 PM, MVDBE2 <[MVDBE2@mvtransit.com](mailto:MVDBE2@mvtransit.com)> wrote:

**Project:** NOTICE OF INVITATION FOR BIDS FOR WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)

**Owner:** County of Los Angeles, Department of Public Works

**Bid Date:** 3/14/2022

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime consultant and would appreciate letters of interest from firms who are currently certified with Los Angeles County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs, in addition to the Community Business Enterprise (CBE) Program, for the following services:

***Uniforms, Vehicle Washing/Cleaning, and Fuel Provision***

This is a community paratransit Dial-A-Ride Service for eligible elderly and persons with disabilities who reside in the unincorporated County areas of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, and Rosewood-Willowbrook. Services will be operated from a location in Los Angeles County, CA. We anticipate the total provider fleet will contain approximately five ADA-compliant vehicles. The Invitation for Bids (IFB) documents are available from our office or directly from the County of Los Angeles, Department of Public Works.

**PLEASE NOTE:** YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your status or obtaining certification, contact the County of Los Angeles Department of Consumer and Business Affairs at <http://dcba.lacounty.gov> or (323) 881-3964. If you require additional advice and/or assistance in this process, obtaining bonds, lines for credit, or insurance required by the County or MV, please email Crista Rodriguez at [crista.rodriguez@mvtransit.com](mailto:crista.rodriguez@mvtransit.com).

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of Small, Community and Disadvantaged businesses. If you are interested in participating in this project, please email or fax a copy of your certificate and brief company bio to [crista.rodriguez@mvtransit.com](mailto:crista.rodriguez@mvtransit.com) or Fax (707) 446-4177 by Tuesday, March 8, 2022.

Sincerely,

***K Anglin***

Keith Anglin  
VP, Business Development



**County of Los Angeles  
Request for County's Preference Program Consideration and  
CBE Firm/Organization Information Form**

**I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

**DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name: MV Transportation, Inc.
My County (WebVen) Vendor Number: 11124801

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> Franchise <input type="checkbox"/> Other: _____						
Total Number of Employees (including owners): 13,069 (as of 3/1/2022)						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	Please see attached		Employer Information Report			
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	45.9* %
Women	21.6* %	%	%	%	%	%

\* The remaining shares are owned by approximately 100 individuals.

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)**

**BUSINESS ENTERPRISES:** If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date
N/A						

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Dorothea DePrisco	Title: Assistant Corporate Secretary	Date: March 28, 2022
--	---	-------------------------

CO= BG03503

EQUAL EMPLOYMENT OPPORTUNITY

2020 EMPLOYER INFORMATION REPORT EEO-1

U= BG03503

CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. MVTRANSPORTATION INC
2711 N. HASKELL AVE SUITE 1500
DALLAS, TX 75204

2.a. MVTRANSPORTATION INC
2711 N. HASKELL AVE SUITE 1500
DALLAS, TX 75204

c. EIN= 942491705

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- N 3- Y DUNS= 104183132

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 485991 - Special Needs Transportation

SECTION D - EMPLOYMENT DATA

Table with columns for Job Categories, Hispanic or Latino (Male/Female), Not-Hispanic or Latino (White, Black or African American, Native Hawaiian or Pacific Islander, Asian, American Indian or Alaskan Native, Two or More Races), Overall Totals. Rows include Executive/Sr Officials & Mgrs, First/Mid Officials & Mgrs, Professionals, Technicians, Sales Workers, Administrative Support, Craft Workers, Operatives, Laborers & Helpers, Service Workers, Total, and Previous Report Total.

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 10/3/2020 THRU 10/16/2020

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: BRANDY GASKIN
EMAIL: BRANDY.GASKIN@MVTRANSIT.COM

EEO1 REPORT CONTACT PERSON: Brandy Gaskin
EMAIL: brandy.gaskin@mvtransit.com

CERTIFIED DATE [EST]: 8/18/2021 1:40 PM

TITLE: EEO COMPLIANCE MANAGER
PHONE: 2193084859

TITLE: EEO COMPLIANCE MANAGER
PHONE: 219-308-4859

## 2021 EEO-1 Review - Pending Certification

Dept. Job Title or Number	Year: 2021																
	All Employees			EMPLOYEES													
				MALE							FEMALE						
	TOT	M	F	W	AA	HISP	AS	AIAN	NHOPI	MULTI	W	AA	HISP	AS	AIAN	NHOPI	MULTI
Officials	103	66	37	46	11	6	0	1	0	2	28	6	1	2	0	0	0
Managers	553	337	216	147	79	80	19	1	3	8	75	70	50	7	1	4	9
Admin Support	1843	741	1102	218	241	205	45	1	11	20	259	442	314	25	4	16	42
Skilled	699	684	15	166	105	321	59	3	12	18	4	3	4	1	0	1	2
Service Operator	11077	7235	3842	1870	2441	2047	639	15	71	152	711	1921	979	68	14	41	108
Laborer	1582	439	1143	96	151	145	28	3	7	9	111	394	569	49	3	9	8
<b>Grand Total</b>	<b>15857</b>	<b>9502</b>	<b>6355</b>														

W-White

AS - Asian

Multi - Two or More Races

B - African American

AIAN - American Indian or Alaskan Native

HISP - Hispanic

NHOPI - Native Hawaiian or Other Pacific Islander

**GAIN and GROW EMPLOYMENT COMMITMENT**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.


\_\_\_\_\_ YES (subject to verification by County)  NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO  N/A (Program not available)

Signature Dorothea DePrisco 	Title Assistant Corporate Secretary
Firm Name MV Transportation, Inc.	Date March 28, 2022

Not Applicable

FORM PW-11.1

## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation)*

Request submitted by:

\_\_\_\_\_

*(Name)*

\_\_\_\_\_

*(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

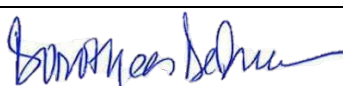
Company Name: MV Transportation, Inc.		
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2		
City: Dallas	State: TX	Zip Code: 75204
Telephone Number: (972) 951-5355	Email Address: keith.anglin@mvtransit.com	
Solicitation/Contract for Willowbrook, et al. Dial-A-Ride Services		

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Dorothea DePrisco	Title Assistant Corporate Secretary
Signature: 	Date: March 28, 2022

**WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)  
BIDDER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

- Important Note: • The information on this form is subject to verification.  
 • Bidder may submit additional documentation in their Bid to supplement this Form PW-18.1.

**At the time of bid submission, Bidder must meet the following minimum requirements:**

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

- Yes. Bidder does meet the minimum mandatory requirement stated above.
- No. Bidder **does not** meet the minimum mandatory requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). **Subcontracting is not allowed to meet this requirement.**

- Yes. Bidder does meet the experience requirement stated above.

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience	Page No.*
MV Transportation, Inc.	August / 1975 to Present ____ / ____	Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. <b><u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u></b>  Name of governmental or social service agency: <u>          Please refer to the attached document entitled "Client List" following Section 2 of our proposal.          </u>  Type of Service provided: _____ _____ _____	7 - 8
	____ / ____ ____ / ____	Name of governmental or social service agency: _____  Type of Service provided: _____ _____ _____	

\*List the page number in the Bid containing the Bidder's experience providing paratransit services for governmental or social service agency(ies). (Please attach additional pages, if needed.)

- No. Bidder does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.



3. Bidder's Project Manager must have a minimum of 3 years of experience providing paratransit services for governmental or social service agency(ies). **Subcontracting is not allowed to meet this requirement.**

Yes. Bidder's Project Manager does meet the experience requirement stated above.

Name of Bidder's Project Manager	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience Please provide a detailed narrative of Bidder's Project Manager's experience in your Invitation for Bids to validate this minimum mandatory requirement. <u>The Bid may be disqualified, if incomplete or unresponsive statements are made.</u>	Page No.*
Stephen Allan	July / 2011 to Present ____ / ____	Name of governmental or social service agency: County of Los Angeles  Type of Service provided: <u>Willowbrook DAR Paratransit Service</u>  Please refer to Section 3 of our proposal for a description of similar experience from 2008 to today.	9 - 12

\*List the page number in the Bid containing the Bidder's Project Manager's experience providing paratransit services for governmental or social service agency(ies). (Please attach additional pages, if needed.)

No. Bidder's Project Manager does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

4. Bidder's or its Subcontractor's Maintenance Manager must have a minimum of 3 years of experience in maintaining similar fleets of paratransit vehicles, as shown on Exhibit H.1 - County Provided Vehicles.

Yes. Bidder's or its Subcontractor's Maintenance Manager does meet the experience requirement stated above.

Name of the Employee	Name: <u>Martin Camargo</u> Bidder <input checked="" type="checkbox"/> / Subcontractor <input type="checkbox"/> (check one)
Number of Years of Experience Servicing the above type of vehicle	32 years (21.5 for this contract)
Make of Vehicles Serviced	Braun, Chevy, Glaval, Dodge, El Dorado, Blue Bird, and Ford
Model of Vehicles Serviced	Chevy 4500, Dodge Caravan, Ford F550, Braun Entervan Gas, 4500 Universal Propane, F550 CNG, Blue Bird, El Dorado Axess, El Dorado Transmark

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The bid may be disqualified, if incomplete or unresponsive statements are made.

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Please refer to Section 4 of our attached proposal.

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- No. Bidder or its Subcontractor's Maintenance Manager does not meet the experience requirement stated above. By checking this box, your Bid Submission will be immediately disqualified as nonresponsive.
5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the bidder must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. **Subcontracting is not allowed to meet this requirement.**
- Please see attachment following Section 5 of our proposal.
- Yes. Bidder does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Bidder has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- Bidder has not performed services in California; the bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency.
- No. Bidder does not meet the minimum mandatory requirement stated above. Bidder has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Bidder will have failed this criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.
6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to

**FORM PW-18.1  
(SUPPLEMENTAL)**

comply if awarded the contract, the Bidder must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements. **Subcontracting is not allowed to meet this requirement.**

- Yes. Bidder does meet the spare service vehicle(s) requirement stated above.
- Bidder does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The Bidder will comply with the spare service vehicle requirements set forth in this IFB. (This commitment is evident by Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicle requirements submitted in the Bid.)

List the page number in the Bid containing Bidder's detailed plan: \_\_\_\_\_

- No. Bid's does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. Subcontracting is not allowed to meet this requirement. **Subcontracting is not allowed to meeting this requirement.**

- Yes. Bidder has submitted copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

<b>Employees with DMV Class B (with a minimum of a "P" endorsements)</b>			
<b>Employee Name</b>	<b>Class of Driver's License</b>	<b>"P" endorsement or Higher (Yes or No)</b>	<b>Page No.</b>
Eduardo Ruiz Espinoza	B	Yes	19
Elva Patricia Velazquez-Angel	B	Yes	19
* License information for these individuals may be found in Section 7 of our proposal.			

- Bidder's employee does not meet the commercial driver's licenses requirement stated above at present, but fully intends to comply if awarded the contract.
- No. Bidder did not submit copies of the Bidder's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

8. Bidder or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes Test for all maintenance personnel identified; or Bidder must submit an affirmative statement that all of Bidder's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the A5 ASE Automobile & Light Truck Brakes Test.

- Yes. Bidder or its Subcontractor does meet and submitted copies the license/certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any if any on the chart below.

If the employee does not have ASE Certificate, please indicate N/A.

<b>Mechanics with ASE Certifications</b>			
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>	<b>Directly Employed by the Contractor (Yes or No)</b>	<b>Page No.</b>
Alejandro Martinez	Medium/Heavy Truck Technician	Yes	20
Alejandro Montes	Master Automobile Technician / Alternate Fuels Technician / Transit Bus Technician / School Bus Technician / Medium/Heavy Truck Technician / Advanced Level Specialist	Yes	20

- Bidder or its Subcontractor does not currently employ personnel that meet the requirement, however, Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the A5 Automobile & Light Truck Brakes Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

<b>Mechanics Assigned to this Contract</b>		
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>	<b>Page No.</b>
Alejandro Martinez	ASE Medium/Heavy Truck Technician / IMACA	20

**FORM PW-18.1  
(SUPPLEMENTAL)**

Employee Name	Types of Certification (List multiple, if applicable)	Page No.
Alejandro Montes	ASE Master Automobile Technician / Alternate Fuels Technician / Transit Bus Technician / School Bus Technician / Medium/Heavy Truck Technician / Advanced Level Specialist / MACS	20

No. Bidder or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.


9. Bidder or its Subcontractor shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified above.

Yes. Bidder or its Subcontractor does meet the license/certification requirement stated above. (In addition to responding on this form, please submit a copy of the license/certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent.)

Employee Name	Type of Certification	Directly Employed by the Contractor (Yes or No)	Page No.
Alejandro Montes	MACS	Yes	21
Alejandro Martinez	IMACA	Yes	21

No. Bidder or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the bid may be rejected at the sole discretion of the County.

Signature Dorothea DePrisco 	Title Assistant Corporate Secretary
Firm Name MV Transportation, Inc.	Date March 28, 2022

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**DISPLACED TRANSIT EMPLOYEE DECLARATION**

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

- that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

**OR**

- that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature Dorothea DePrisco 	Title Assistant Corporate Secretary
Firm Name MV Transportation, Inc.	Date March 28, 2022

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

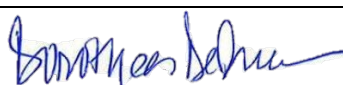
Company Name: MV Transportation, Inc.		
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2		
City: Dallas	State: TX	Zip Code: 75204
Telephone Number: (972) 951-5355	E-Mail Address: keith.anglin@mvtransit.com	
Solicitation/Contract for <u>Willowbrook, et al. Dial-A-Ride Service</u> Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Dorothea DePrisco	Title Assistant Corporate Secretary
Signature: 	Date: March 28, 2022



**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Dorothea DePrisco, on behalf of MV Transportation, Inc., (the “Contractor”), certify that on County Contract:

Contract Number	IFB No. BRC0000273
Contract Name	Willowbrook, et al. Dial-A-Ride Service

- All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors at all tiers.

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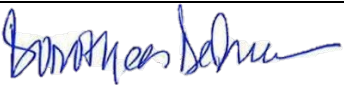


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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name: <u>MV Transportation, Inc.</u>	
Print Name: <u>Dorothea DePrisco</u>	Title <u>Assistant Corporate Secretary</u>
Signature: 	Date: <u>March 28, 2022</u>

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
APPLICATION FOR EXEMPTION**


The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: MV Transportation, Inc.			
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2			
City: Dallas		State: TX	Zip Code: 75204
Telephone Number: (972) 951-5355	Facsimile Number: (707) 446-4177	E-Mail Address: keith.anglin@mvtransit.com	
Awarding Department: Public Works		Contract Term: Initial 6-month term and five 1-year option renewals	
Type of Service: Willowbrook, et al. Dial-A-Ride Service paratransit service			
Contract Dollar Amount: TBD		Contract Number (if any): IFB No. BRC0000273	
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:**

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: Dorothea DePrisco	TITLE: Assistant Corp. Secretary
SIGNATURE: 	DATE: March 2, 2022

## **Living Wage Rate Annual Adjustments**

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

<b>Effective Date</b>	<b>Hourly Rate</b>
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE  
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

**LIVING WAGE ORDINANCE:**

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR**

The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law /Payroll Violations (Check One):**

There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**


There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

**I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.**

Owner's/Agent's Authorized Signature 	Print Name and Title Dorothea DePrisco, Assistant Corporate Secretary
Print Name of Firm MV Transportation, Inc.	Date March 28, 2022

Attachment to **FORM LW-4.1 (SUPPLEMENTAL)**

**LABOR LAW/PAYROLL VIOLATIONS**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has labor law, payroll and employment-related claims in the settlement or claims process. Company teams in legal and risk management work continuously to handle these matters, none of which are of a size or scope to impact this contract. The Company maintains insurance coverage with deductibles or self-insured retentions and limits the Company believes are appropriate.

There is presently no litigation against the Company which MV believes would threaten the financial stability of the Company or its ability to perform any of its contractual obligations. The details of current and pending labor law/ payroll claims and litigation are confidential; if the County of Los Angeles requires more information on claims for the purpose of evaluating MV, please contact Ms. Rebecca Chartan, VP & Associate General Counsel, at (972) 391-4672.

## Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end September June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

**Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.**

**HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$17.14 + CPI
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 3, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.


**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC0000273)**  
**BIDDER: MV Transportation, Inc.**

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (26 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Project Manager		1.20	1.20	1.20	1.20	1.20		6.00	156	\$59.33	\$9,255.48
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40		12.00	312	\$23.00	\$7,176.00
Maintenance Manager		0.16	0.16	0.16	0.16	0.16		0.80	21	\$49.70	\$1,033.76
Mechanic		1.60	1.60	1.60	1.60	1.60		8.00	208	\$37.14	\$7,725.12
Utility		1.35	1.35	1.35	1.35	1.35		6.75	176	\$17.11	\$3,002.81
Driver #1		8.00	8.00	8.00	8.00	8.00		40.00	1,040	\$18.41	\$19,146.40
Driver #2		8.00	8.00	8.00				24.00	624	\$18.41	\$11,487.84
Driver #3					8.00	8.00	6.00	22.00	572	\$18.41	\$10,530.52
<b>Comments/Notes:</b>								<b>Total Salaries</b>			\$69,357.93
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday		\$3,995.23	
								(2) Health Insurance		\$5,629.78	
								(3) Payroll Taxes & Workers' Compensation		\$12,541.58	
								(4) Welfare and Pension		\$5,010.00	
								<b>Total Employee Benefits (1+2+3+4)</b>			
<b>Mechanic(s)</b>		<b>Hourly Wage Rate</b>		(5) Equipment Costs		\$1,412.84					
	Mechanic(s) Hourly Rate	\$37.14	(6) Service and Supply Costs		\$46,248.81						
	Mechanic(s) Hourly Rate		(7) General and Administrative Costs		\$9,148.72						
	Mechanic(s) Hourly Rate		(8) Profit		\$11,436.12						
<b>Total Other Costs (5+6+7+8)</b>									\$68,246.48		
								<b>TOTAL PRICE</b>		\$164,781.00	

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc.  
 Name of Bidder

  
 Signature

March 28, 2022  
 Date





FORM LW-8.3A  
OPTION YEAR 2

(Estimated Dates July 1, 2024 - June 30, 2025)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC000273)  
BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Project Manager		1.20	1.20	1.20	1.20	1.20		6.00	312	\$61.57	\$19,209.84	
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40		12.00	624	\$26.21	\$16,355.04	
Maintenance Manager		0.16	0.16	0.16	0.16	0.16		0.80	42	\$51.58	\$2,145.73	
Mechanic		1.60	1.60	1.60	1.60	1.60		8.00	416	\$39.40	\$16,390.40	
Utility		1.35	1.35	1.35	1.35	1.35		6.75	351	\$23.53	\$8,259.03	
Driver #1		8.00	8.00	8.00	8.00	8.00		40.00	2,080	\$24.99	\$51,979.20	
Driver #2		8.00	8.00	8.00				24.00	1,248	\$24.99	\$31,187.52	
Driver #3					8.00	8.00	6.00	22.00	1,144	\$24.99	\$28,588.56	
<b>Comments/Notes:</b>											<b>Total Salaries</b>	\$174,115.32
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>											(1) Vacations, Sick Leave, Holiday	\$11,064.17
											(2) Health Insurance	\$12,283.13
											(3) Payroll Taxes & Workers' Compensation	\$32,655.55
											(4) Welfare and Pension	\$18,110.71
											<b>Total Employee Benefits (1+2+3+4)</b>	<b>\$74,113.57</b>
<b>Mechanic(s)</b>	<b>Hourly Wage Rate</b>	(5) Equipment Costs	\$2,822.19									
Mechanic(s) Hourly Rate	\$39.40	(6) Service and Supply Costs	\$91,403.75									
Mechanic(s) Hourly Rate		(7) General and Administrative Costs	\$17,269.45									
Mechanic(s) Hourly Rate		(8) Profit	\$26,863.72									
		<b>Total Other Costs (5+6+7+8)</b>	<b>\$138,359.11</b>									
		<b>TOTAL PRICE</b>	<b>\$386,588.00</b>									

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.

\*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.

Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc.  
Name of Bidder



Signature

March 28, 2022


Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC000273)  
 BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST		
	SUN	MON	TUE	WED	THU	FRI	SAT						
Project Manager		1.20	1.20	1.20	1.20	1.20		6.00	312	\$63.11	\$19,690.32		
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40		12.00	624	\$27.22	\$16,985.28		
Maintenance Manager		0.16	0.16	0.16	0.16	0.16		0.80	42	\$52.87	\$2,199.39		
Mechanic		1.60	1.60	1.60	1.60	1.60		8.00	416	\$40.98	\$17,047.68		
Utility		1.35	1.35	1.35	1.35	1.35		6.75	351	\$24.53	\$8,610.03		
Driver #1		8.00	8.00	8.00	8.00	8.00		40.00	2,080	\$25.99	\$54,059.20		
Driver #2		8.00	8.00	8.00				24.00	1,248	\$25.99	\$32,435.52		
Driver #3					8.00	8.00	6.00	22.00	1,144	\$25.99	\$29,732.56		
<b>Comments/Notes:</b>								<b>Total Salaries</b>		<b>\$180,759.98</b>			
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday		\$12,371.27			
								(2) Health Insurance		\$13,013.16			
								(3) Payroll Taxes & Workers' Compensation		\$34,047.00			
								(4) Welfare and Pension		\$22,635.16			
								<b>Total Employee Benefits (1+2+3+4)</b>		<b>\$82,066.58</b>			
<b>Mechanic(s)</b>								(5) Equipment Costs		\$2,824.66			
Hourly Wage Rate								(6) Service and Supply Costs		\$94,515.13			
Mechanic(s) Hourly Rate								(7) General and Administrative Costs		\$18,169.93			
Mechanic(s) Hourly Rate								(8) Profit		\$28,264.72			
Mechanic(s) Hourly Rate								<b>Total Other Costs (5+6+7+8)</b>		<b>\$143,774.43</b>			
										<b>TOTAL PRICE</b>			
										<b>\$406,601.00</b>			

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc.  March 28, 2022  
 Name of Bidder Signature Date

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC000273)**  
**BIDDER: MV Transportation, Inc.**

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Project Manager		1.20	1.20	1.20	1.20	1.20		6.00	312	\$64.69	\$20,183.28
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40		12.00	624	\$28.27	\$17,640.48
Maintenance Manager		0.16	0.16	0.16	0.16	0.16		0.80	42	\$54.19	\$2,254.30
Mechanic		1.60	1.60	1.60	1.60	1.60		8.00	416	\$42.62	\$17,729.92
Utility		1.35	1.35	1.35	1.35	1.35		6.75	351	\$25.57	\$8,975.07
Driver #1		8.00	8.00	8.00	8.00	8.00		40.00	2,080	\$27.03	\$56,222.40
Driver #2		8.00	8.00	8.00				24.00	1,248	\$27.03	\$33,733.44
Driver #3					8.00	8.00	6.00	22.00	1,144	\$27.03	\$30,922.32
<b>Comments/Notes:</b>								<b>Total Salaries</b>		\$187,661.21	
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday		\$13,306.86	
								(2) Health Insurance		\$13,786.64	
								(3) Payroll Taxes & Workers' Compensation		\$35,424.99	
								(4) Welfare and Pension		\$27,159.61	
								<b>Total Employee Benefits (1+2+3+4)</b>		<b>\$89,678.10</b>	
<b>Mechanic(s)</b>		<b>Hourly Wage Rate</b>		(5) Equipment Costs		\$2,126.19					
Mechanic(s) Hourly Rate		\$42.62		(6) Service and Supply Costs		\$97,672.75					
Mechanic(s) Hourly Rate				(7) General and Administrative Costs		\$19,068.42					
Mechanic(s) Hourly Rate				(8) Profit		\$29,662.34					
								<b>Total Other Costs (5+6+7+8)</b>		<b>\$148,529.69</b>	
								<b>TOTAL PRICE</b>		<b>\$425,869.00</b>	

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc.  March 28, 2022  
 Name of Bidder Signature Date

**STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: WILLOWBROOK ET AL. DIAL-A-RIDE SERVICE (BRC000273)**  
**BIDDER: MV Transportation, Inc.**

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Project Manager		1.20	1.20	1.20	1.20	1.20		6.00	312	\$66.30	\$20,685.60
Road Supervisor / Dispatcher		2.40	2.40	2.40	2.40	2.40		12.00	624	\$29.36	\$18,320.64
Maintenance Manager		0.16	0.16	0.16	0.16	0.16		0.80	42	\$55.55	\$2,310.88
Mechanic		1.60	1.60	1.60	1.60	1.60		8.00	416	\$44.32	\$18,437.12
Utility		1.35	1.35	1.35	1.35	1.35		6.75	351	\$26.65	\$9,354.15
Driver #1		8.00	8.00	8.00	8.00	8.00		40.00	2,080	\$28.11	\$58,468.80
Driver #2		8.00	8.00	8.00				24.00	1,248	\$28.11	\$35,081.28
Driver #3					8.00	8.00	6.00	22.00	1,144	\$28.11	\$32,157.84
<b>Comments/Notes:</b>								<b>Total Salaries</b>		\$194,816.31	
<b>**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.</b>								(1) Vacations, Sick Leave, Holiday		\$13,839.13	
								(2) Health Insurance		\$14,606.17	
								(3) Payroll Taxes & Workers' Compensation		\$36,774.56	
								(4) Welfare and Pension		\$31,684.08	
								<b>Total Employee Benefits (1+2+3+4)</b>		\$96,903.95	
<b>Mechanic(s)</b>		<b>Hourly Wage Rate</b>		(5) Equipment Costs		\$732.74					
Mechanic(s) Hourly Rate		\$44.32		(6) Service and Supply Costs		\$101,029.44					
Mechanic(s) Hourly Rate				(7) General and Administrative Costs		\$19,970.33					
Mechanic(s) Hourly Rate				(8) Profit		\$31,065.23					
				<b>Total Other Costs (5+6+7+8)</b>		\$152,797.74					
								<b>TOTAL PRICE</b>		\$444,518.00	

\* All employees shown must be FULL-TIME employees of the bidder, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your proposal to rejection.  
 Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

MV Transportation, Inc. \_\_\_\_\_  
 Name of Bidder

  
 \_\_\_\_\_  
 Signature

March 28, 2022  
 \_\_\_\_\_  
 Date

# ITEMS FOR DISCUSSION

## Items for Discussion

MV respectfully requests discussion of the following recommendations at the appropriate time during the procurement process.

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Price Adjustment	N/A	Include provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the County, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements). If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.	Contractor needs price protection for changes requested by the County, or matters that were not contemplated at the time of Contractor's proposal.
Exhibit B, Section 2(B), Assignment	Assignment requires prior written consent by County.	Revise to provide such consent is not to be unreasonably withheld, conditioned, or delayed	An approval of an assignment should not be leveraged.
Exhibit B, Section 2(F), Indemnity	Counsel approved by County	Revise to include that approval shall not be unreasonably withheld.	Contractor is required to indemnify the County for not only the cost of counsel, but the outcome of the dispute. Accordingly, Contractor should be able to choose counsel since Contractor is the party "at risk."

## Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
			Further, Contractor shouldn't be required to use counsel that Contractor does not believe is capable of handling the defense.
Exhibit B, Section 5, Indemnity	Broad Contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement, except for the sole negligence of indemnified parties	Revise to limit indemnity to Contractor's negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any indemnified party.	For damages resulting from the joint negligence of Contractor and an indemnified party, damages should be apportioned on a percentage of fault basis.
Exhibit B, Section 2, Paragraph V, Most Favored Customer	Contractor will give best pricing to Customer	Delete	Contractor provides services to clients across North America, and pricing, services, requirements, etc. vary (often significantly) by region and by contract (even within the same region). It is not possible for Contractor to guarantee most favored customer pricing.
IFB, Sample Agreement, Term	Renewal options are at the County's sole discretion.	Revise to require mutual agreement for any extension of the agreement.	Extension of the agreement should require mutual agreement.
Exhibit B, Section 3, Paragraph G, Funding	Non-appropriation	A termination for funding issue should be treated in the same manner as termination for convenience, in which case Contractor should be given 60 days' notice and payment of reasonable close-out costs.	Contractor will have contract termination (e.g. vehicle and real estate lease termination) obligations and employment termination obligations as required by law (e.g. WARN Act notifications).

## Items for Discussion

RFP/Contract Section	Stated Language	Proposed Language	Explanation
Exhibit B, Section 3, Paragraph B, Termination for Convenience	Termination for Convenience	Revise to provide for a minimum of 60 days' advance notice and payment of Contractor's reasonable close-out costs.	Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).
Service Contract General Requirements – EXHIBIT B, D. <u>General Insurance Requirements</u> , 6. <u>Insurer Financial Ratings</u>	Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.	Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.	Contractor is a qualified self-insurer for Automobile Liability and Workers Compensation, approved by the state of California. Qualified self-insurers do not have A.M. Best ratings, but the state of California does an analysis of Contractor's financials annually to qualify.





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Dear Eric Fong:

In response to your email dated 5/9/22.

MV Transportation would like to retract the Items for Discussion, pages 69-71, within our original submission, LA County, Willowbrook et al Dial-a-Ride Service IFB #BRC0000273. With the County held in the highest regard, MV has reviewed the exceptions and understands the terms and conditions as stated.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Los Angeles County Public Works. We look forward to working with you throughout this procurement.

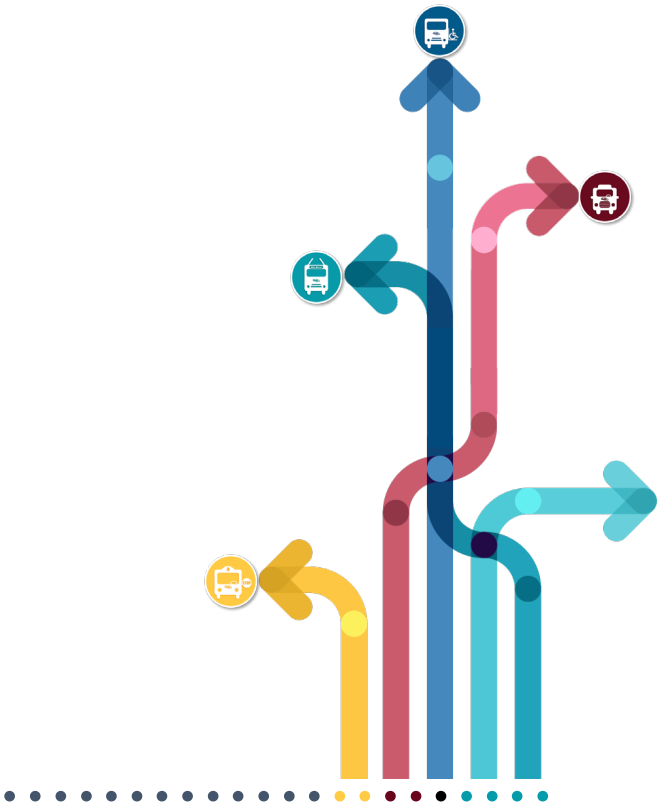
Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Anglin', is written over a light gray rectangular background.

Keith Anglin,  
Vice President, Business Development

# TAB 2: DESCRIPTION OF SERVICES/EXPERIENCE

TAB 2: Description of Services/Experience





## 2. Description of Services/Experience

MV Transportation was founded in San Francisco, California, by Feysan and Alex Lodde in 1975. Our founders' mission was to provide freedom of mobility to those individuals who did not have access to transit due to their disability or age. At this time, paratransit service did not exist, and many apartment buildings did not have elevators. These factors enforced the criticality of the Loddess' work. To serve her passengers, Feysan would carry passengers up and down flights of stairs.



*Feysan and Alex Lodde, Founders and owners*

*This history still defines who we are as a company: compassionate, forward-thinking, and staunchly committed to delivering critical services to our communities.*

Today, MV operates in 130 locations within 26 states in the US and two provinces in Canada. We work with public entities like cities, counties, transit agencies, school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people. We have included a client list as an attachment at the end of this section.

Our team plays a significant role in mobility today, from fixed route to paratransit, on-demand, TNC, microtransit, and shuttle. U.S.-owned and privately held, MV offers the County a progressive partnership with the experience to accomplish your goals – with inventive approaches and utmost flexibility.

### MV Company Statistics 2022

Number of Employees	13,069
Number of Vehicles	13,720
2020 Revenue (Audited)	\$1.3B
Number of Contracts	175
Number of Locations	130
U.S. States and Washington, D.C.	26
Canadian Provinces	2
Years' Operating Passenger Transportation Services	46





## Company Experience

MV operates 175 passenger transportation services contracts across North America. We offer turnkey services within our operations, including fleet and facility maintenance, transit management technologies, labor management, and service model design. MV unites industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

## Paratransit and Demand Service

MV provides more demand response service than any other company; this work is the foundation of our business, and we have remained the market leader. Our experience ranges from small, local general-public dial-a-rides to complex, high volume, metropolitan ADA services. In addition to directly-operated services, we also broker services across multi-provider environments. From Los Angeles to New York City, our paratransit footprint is unsurpassed.

## Call Center / Control Center Services

MV operates standalone, integrated, and virtual call center services within our paratransit operations. Our experience includes the management and operation of the most complex systems in the nation. Our work in this area comprises new mobility options, non-dedicated service providers, and cutting-edge technologies.

## Fleet Maintenance

We developed our maintenance program with industry best practices with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in severe and unpredictable weather events and within challenging operating environments, MV has unparalleled maintenance capabilities. We have recently begun using HoloLens, a mixed-reality headset, at some of our operations to allow technicians to work collaboratively with maintenance directors and OEMs for troubleshooting, diagnostics, and repairs.

MV actively supports our California-based clients in transitioning to zero-emissions fleets to align with California's Innovative Clean Transit regulation. We provide tailored training and maintenance personnel as their operations transition to electric fleets.

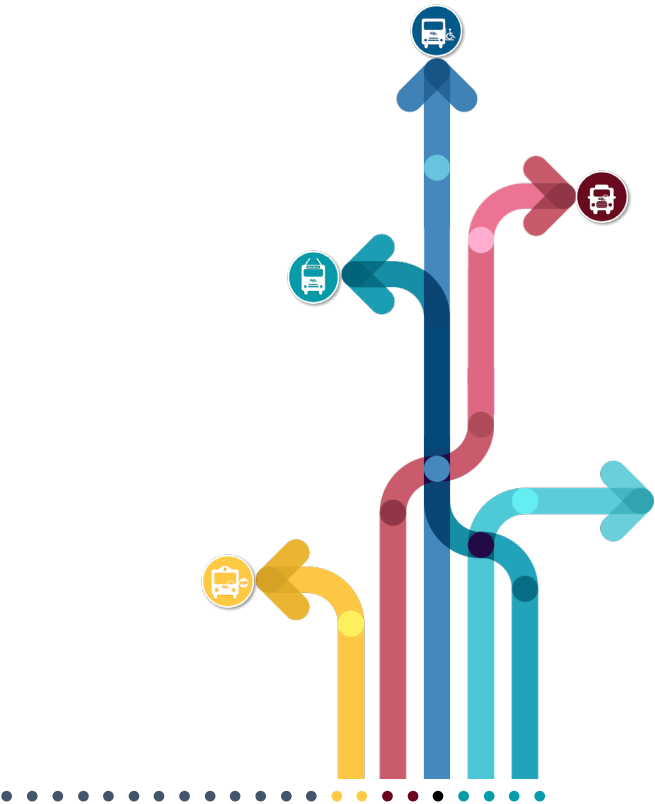
## Technology Management and Design

Our team's leader in transit technology offers service optimization through technology-driven analytics. We offer expert guidance and best practices in call center systems, planning tools, reporting solutions, CAD/AVL technologies, and onboard devices.



# CLIENT LIST

# TAB 3: GENERAL MANAGER



TAB 3: General Manager



### 3. General Manager

## Stephen Allan



Since 2008, General Manager Stephen (Steve) Allan had supervised the successful management of MV's projects operated from the company's Paramount, CA location, until 2021, when he relocated to our Long Beach, CA location. Acting as a regional manager for 12 projects – including services operated from neighboring locations – Steve works from this facility three to four days each week to support the management team and ensure that each contract meets MV and client expectations. A long-time Southern California resident, he is always available to his team and clients via mobile phone.

With 37 years of public transportation experience, which includes 27 years of management experience, Steve far exceeds the three years of experience required by the County. His experience includes overseeing teams as large as 600 employees, and he has been responsible for fleets of up to 240 vehicles.

In Long Beach, Steve supervises two operations managers, one maintenance manager, and one safety and training manager who work in partnership to oversee seven contracts. As the primary liaison between MV and clients whose projects operate from this location, Steve maintains regular contact with each client and meets with them often to discuss their services. He is also responsible for maintaining MV's relationship with Teamsters Local 848, representing vehicle operators.

Steve has enjoyed many successes as MV's Long Beach general manager. He negotiated the company's current collective bargaining agreement, successfully implemented schedule changes to services, and has overseen the implementation of many new projects. Most importantly, Steve has created an optimal working environment where all team members are cross-trained - including office staff - to ensure that service issues can be resolved quickly, at any time.

In addition to the Willowbrook Dial-a-Ride service, Steve oversees the following contracts.

<i>Project</i>	<i>Client</i>
<b>La Mirada Transit Services</b>	City of La Mirada
<b>Athens and Lennox Shuttle Services</b>	County of Los Angeles
<b>City of Whittier/La Habra Dial-a-ride Service Operations</b>	City of Whittier
<b>DowneyLink Fixed Route/Downey Dial-a-Ride</b>	City of Downey





<i>Project</i>	<i>Client</i>
<b>King Medical Center Shuttle</b>	County of Los Angeles
<b>Avocado Heights, Bassett, W &amp; E Valinda Shuttle Services</b>	County of Los Angeles
<b>CA State Polytechnic Univ Shuttle</b>	California State Polytechnic University, Pomona
<b>Compton Renaissance Transit System</b>	City of Compton
<b>Florence-Firestone/Walnut Park &amp; Baldwin Hills Shuttle Services</b>	County of Los Angeles
<b>Fixed Route Transit Service</b>	Palos Verdes Peninsula Transit Authority (PVPTA)
<b>Fixed Route Shuttle &amp; DAR Services for the City of West Covina</b>	City of West Covina

Before joining MV, Steve managed the Super Shuttle in Orange County, providing the airport operations and management of the Disney Cast Shuttle Program. In this role for nine years, he worked with the airport and curb operations and was responsible for all aspects of employee management. Steve was also president and owner of a Super Shuttle franchise for four years, where he grew revenue from \$7M annually to more than \$13M annually. Steve began his career in public transportation as an operator for 24-Hour Airport Express in La Habra. From here, he steadily moved into roles with increasing responsibility. Steve holds a Bachelor of Arts in business administration from California State University, Fullerton.

## Experience

### **General Manager, MV Transportation, Inc. (Long Beach, CA)** 2008 to Present

- Oversees multiple transportation contracts out of MV's Long Beach facility
- Mentors staff at MV's Downey location and monitors staff performance
- Manages MV's union relationship with Teamsters Local 848 and addresses all union grievances
- Works closely with the maintenance manager to ensure vehicles are maintained to client standards
- Works with operations staff to ensure all safety standards are met
- Serves as a member of MV's Location Safety Committee
- Communicates with clients regularly
- Attends weekly meetings with client staff
- Negotiated the company's current Collective Bargaining Agreement with the Teamsters Local 848
- Oversaw the successful startup of additional service





**General Manager, Super Shuttle (Orange County, CA)**  
*1998 to 2007*

- Managed operations for airport shuttle service and Disney Cast Shuttle Program
- Worked with landside airport operations and curb operations
- Oversaw accounting functions, including payroll, AP/AR, and subcontractor billing
- Addressed human resources issues
- Mentored staff and assisted every department with daily operations
- Oversaw budget and revenue to ensure all expenses were consistent with the plan
- Ensured revenue goal was met or exceeded

**President/Franchise Owner, Super Shuttle (Orange County, CA)**  
*1994 to 1998*

- Oversaw the daily operation of 100-vehicle service, which included airport vans and contract buses
- Oversaw service revenue of more than \$13 million
- Directed and oversaw all facets of the operation, including accounting, maintenance, and administrative functions
- Managed a staff of 300, including drivers, reservationists, dispatchers, mechanics, and administrative staff

**General Manager, Super Shuttle (Los Angeles, CA)**  
*1991 to 1994*

- Managed daily operation of a 240-vehicle fleet
- Oversaw shuttle services to the Los Angeles International Airport, Orange County Airport, Burbank Airport, and Ontario, California Airport
- Oversaw all operations, maintenance, sales, and administrative functions
- Managed a team of more than 600 drivers and 100 reservationists and dispatchers

**Accountant/Payroll, Super Shuttle International (Los Angeles, CA)**  
*1986 to 1991*

**Accountant, 24-Hour Airport Express (La Habra, CA)**  
*1986 to 1991*

**Accountant/Driver, 24-Hour Airport Express (La Habra, CA)**  
*1982 to 1984*

## Education and Training

**California State University Fullerton**

- Bachelor of Arts – Business Administration



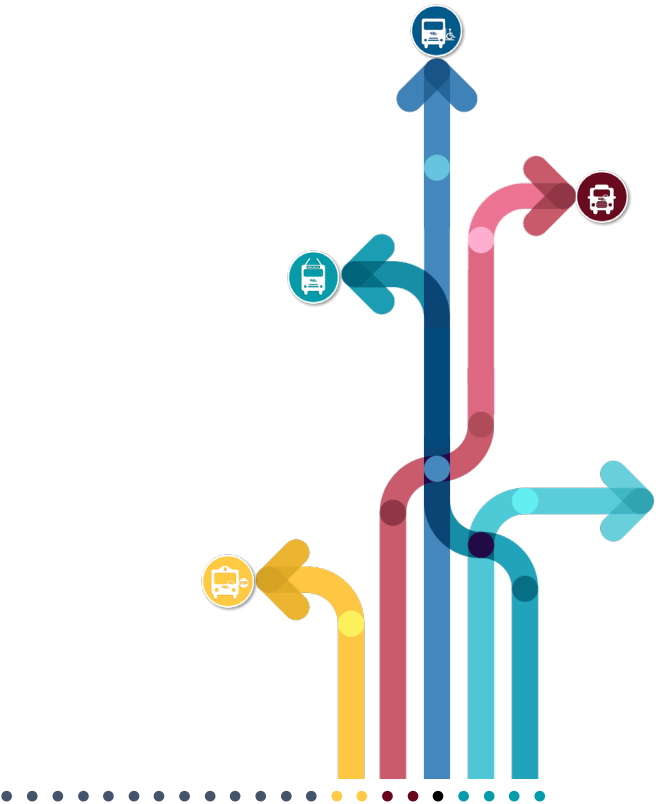
## Professional Affiliations & Awards

**Orange County Tourism Council, Board of Directors**  
*1997 to 2008*

**Super Shuttle International, Inc., Board of Directors**  
*1998 to 2003*



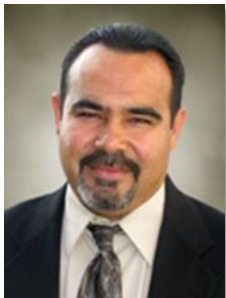
# TAB 4: MAINTENANCE MANAGER





## 4. Maintenance Manager

### Martin Camargo



Martin Camargo has worked as MV's maintenance manager in Long Beach, CA (formerly in Paramount, CA) since 2001. Martin is a skilled supervisor with more than three decades of experience. He ensures that the vehicles for the seven contracts operated from Long Beach, CA, are carefully maintained and ready for service daily.

Martin also manages maintenance functions for MV's West Covina location. For this project, he supervises the lead technician and visits the location several times weekly to review paperwork and the success of the overall maintenance program.

When Martin arrives at the Long Beach shop each morning, he reviews all preventive maintenance schedules and work orders and orders parts if necessary. The evening maintenance team provides him with written communication regarding requirements for the shop for the following day, and he ensures that technicians and vehicle service workers have the items needed to care for each service's fleet properly. Using the Trapeze Enterprise Asset Management software, he handles all warranty issues and runs client reports.

Martin works closely with his team, and in addition to online training provided through MV, he looks for opportunities throughout the workday to use as times for training. He also ensures that his team fully understands their tasks and is prepared to fulfill their respective duties by completing spot checks of service throughout the day. During his tenure in Long Beach, Martin and his team have also transitioned into a primarily CNG maintenance environment. MV's team of technicians has completed CNG-specific training.

Martin started his maintenance career in 1990 as a mechanic for Laidlaw Transit Services in Los Angeles and moved into the role of lead mechanic – a position he held for four years.

Martin is ASE-certified in Preventive Maintenance Inspections, Brakes, and Heating/AC and is certified as an MCS Qualified DOT Brake Inspector. He has completed South Coast Air Quality Management District Training in refrigerant recovery and International Mobile Air Conditioning Training.

Martin exceeds the County's requirements of a minimum of three years of experience in providing the same or similar fixed route service to a government or social service agency using alternative-fueled, cutaway buses, transit buses of 25 feet, or longer transit buses.





In addition to the Willowbrook Dial-A-Ride service, Martin is responsible for the maintenance activities for the following projects:

<i>Project</i>	<i>Client</i>
<b>Athens and Lennox Shuttle Services</b>	County of Los Angeles
<b>DowneyLink Fixed Route/ Downey Dial-a-Ride</b>	City of Downey
<b>King Medical Center Shuttle</b>	County of Los Angeles
<b>Avocado Heights, Bassett, W &amp; E Valinda Shuttle Services</b>	County of Los Angeles
<b>CA State Polytechnic Univ Shuttle</b>	California State Polytechnic University, Pomona
<b>Compton Renaissance Transit System</b>	City of Compton
<b>Florence-Firestone/Walnut Park &amp; Baldwin Hills Shuttle Services</b>	County of Los Angeles
<b>Fixed Route Transit Service</b>	Palos Verdes Peninsula Transit Authority (PVPTA)
<b>Fixed Route Shuttle &amp; DAR Services</b>	City of West Covina

## Vehicles

<i>Number of Years of Experience Servicing the above type of vehicle</i>	32 years (21.5 for this contract)
<i>Make of Vehicles Serviced</i>	Braun, Chevy, Glaval, Dodge, El Dorado, Blue Bird, and Ford
<i>Model of Vehicles Serviced</i>	2010 Chevy 4500 2011 Dodge Caravan 2016 Ford F550 Braun Entervan Gas, 4500 Universal Propane, F550 CNG 2016 Blue Bird 2020 El Dorado Axess 2020 El Dorado Transmark

## Experience

### **Maintenance Manager, MV Transportation, Inc. (Long Beach, CA) 2001 to Present**

- Communicates and instills a strict safety culture
- Strong knowledge of engineering concepts, including electrical, hydraulic, and mechanical systems
- Ensures proper maintenance of onboard technology, including MDTs, DriveCam, radio systems, and security camera systems



- Oversees eight maintenance staff members working two shifts
- Diagnoses engine and drivability issues
- Manages shop labor schedules, improving productivity and efficiency
- Administers Trapeze EAM maintenance management software program to support accurate costing and records
- Maintains preventive maintenance program at 100 percent PMI on-time performance
- Analyzes repair and road failure data to solve the cause
- Coordinates with operations to enable the proper quantity of vehicles for the pull out each day
- Supervises cleaning of the fleet to exceed expectations of the contract
- Controls and monitors inventory and ensure appropriate vehicle maintenance files

**Maintenance Manager, R & D Transportation (Los Angeles, CA)**  
*1999 to 2001*

**Lead Mechanic, Laidlaw Transit Services (Paramount, CA)**  
*1995 to 1999*

**Mechanic, Laidlaw Transit Services (Los Angeles, CA)**  
*1990 to 1995*

## Certifications

- Training and Examination Required by SCAQMD for Refrigerant Training in CFC-12 for Refrigerant Recycling and Service Procedures
- Training in R-12 for Refrigerant Recycling and Service Procedures
- Completed Trans/Air Factory Maintenance and Service Course
- Completed Cummins Engine Workshop
- Completed InSite 5-3 Diagnostics Requirements
- Certificate for Completion of Caterpillar Engine Training
- Certificate of Achievement for Fleet Electrical System
- Certificate of Completion of Life Training Seminar for Braun Mobility Products
- Certificate of Completion of Operation and Maintenance of Braun Wheelchair Lifts
- Certificate of Completion of Training of Mirage F9A, F9B Eclips Wheelchair Lifts
- Certificate of Completion of Training of S-Series Wheelchair Lifts
- Certificate of Completion of Step-Life Service Seminar
- Certification of Qualified DOT Brake Inspector
- Certified in the Operation and Maintenance of Amerex Vehicle Fire Suppression Systems
- Certified in the Operation, Maintenance, and Repair of Amerex Modular Vehicle Fire Suppression

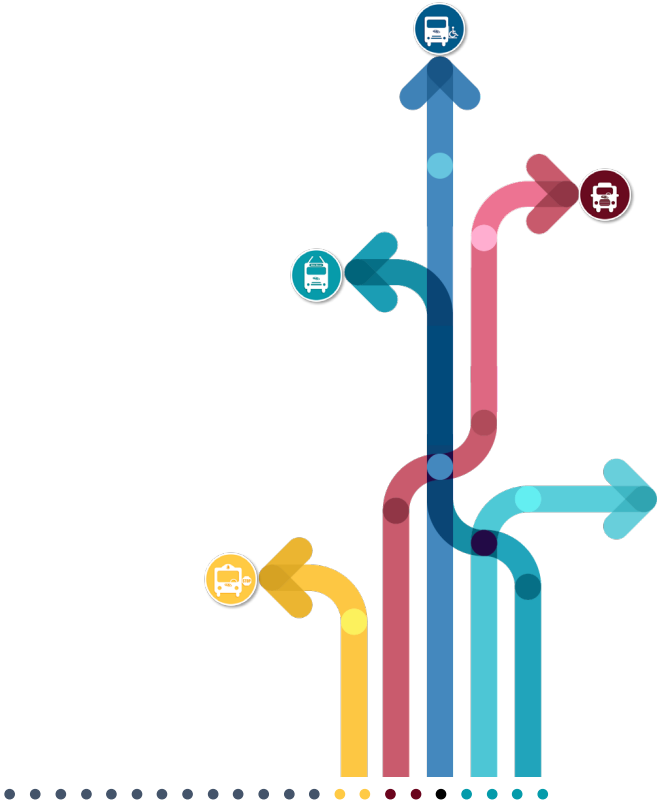




- Certificate of Achievement of the Truflex/PANG Tire Repair Seminar
- Certificate of Completion of Wheel End - Installation
- Certificate of Completion of Commercial Bus Maintenance Workshop



# TAB 5: CHP SAFETY COMPLIANCE







## 5. California Highway Patrol (CHP) Safety Compliance Inspections

We have included the required CHP Inspection reports for our Long Beach facility on the pages following this section.



# CHP INSPECTION REPORTS

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 530	SUBAREA S43

CARRIER LEGAL NAME MV Public Transportation Inc	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 259-9911
--	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

1850 E 33rd Street Long Beach, CA 90807

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

2711 North Haskell Ave Ste 1500

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

1850 E 33rd Street Long Beach, CA 90807

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 55 II Mod Limo	DRIVERS 61	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Genevieve Lira	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) (562) 319-7343
EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) ext 5004

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2021 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT	USDOT NUMBER 1205759	<input checked="" type="checkbox"/> MC <input type="checkbox"/> MX 648465	REASON FOR INSPECTION Annual Bus Inspection

<b>INSPECTION FINDINGS</b>	<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>								
<b>REQUIREMENTS</b>	<b>VIOL</b>	<b>MAINTENANCE PROGRAM</b>		<b>DRIVER RECORDS</b>		<b>REG. EQUIPMENT</b>		<b>HAZARDOUS MATERIALS</b>	<b>TERMINAL</b>
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S		
DRIVER RECORDS		No. 14 Time 3.5	No. 15 Time 4.5	No. 14 Time 9.5		TIME	TOTAL TIME		17.5
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles 1 Units			


BRAKES	1	REMARKS
LAMPS & SIGNALS	1	
CONNECTING DEVICES		
STEERING & SUSPENSION		
TIRES & WHEELS		
EQUIPMENT REQUIREMENTS	2	
CONTAINERS & TANKS		
HAZARDOUS MATERIALS		

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input type="checkbox"/> Non-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 346	CHP 100D COL.	INSPECTION DATE(S) 02/02,08/2022	TIME IN 06:00	TIME OUT 15:30
INSPECTED BY (NAME(S)) M.Serrano				ID NUMBER(S) A16744	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 02/08/2022
CARRIER REPRESENTATIVE'S PRINTED NAME Genevieve Lira	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER STATE CA

	<b>US DOT #</b> 1205759	<b>Legal:</b> MV PUBLIC TRANSPORTATION INC			
		<b>Operating (DBA):</b>			
<b>MC/MX #:</b> 648465		<b>State #:</b> 468401		<b>Federal Tax ID:</b> 11-3706367 (EIN)	
<b>Review Type:</b> Non-ratable Review - Special Study					
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.			<b>Territory:</b> C
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>		
<b>Carrier:</b>	Non-HM	Non-HM	<b>Business:</b> Corporation		
<b>Shipper:</b>	N/A	N/A	<b>Gross Revenue:</b> for year ending:		
<b>Cargo Tank:</b>	N/A				
<b>Company Physical Address:</b>					
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204					
<b>Contact Name:</b> Genevieve Lira					
<b>Phone numbers:</b> (1) 972- 391-4606		(2)	<b>Fax</b>		
<b>E-Mail Address:</b>					
<b>Company Mailing Address:</b>					
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204					
<b>Carrier Classification</b>					
Authorized for Hire		Private Passenger, Business			
<b>Cargo Classification</b>					
Passengers					
<b>Equipment</b>					
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned</b>	<b>Term Leased</b>
Minibus, 16+	55	0	0		
Power units used in the U.S.: 55					
Percentage of time used in the U.S.: 100					
<b>Does carrier transport placardable quantities of HM?</b>		No			
<b>Is an HM Permit required?</b>		N/A			
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0		
< 100 Miles:		61	<b>Total Drivers:</b> 61		
>= 100 Miles:			<b>CDL Drivers:</b> 61		





**MV PUBLIC TRANSPORTATION INC - Terminal**

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/08/2022

**Part A**

Questions regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave  
Los Angeles, CA 90004  
(323)644-9557 (323)953-4827 Fax

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Genevieve Lira

**Title:** Safety & Training Manager

**Name:**

**Title:**





**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
02/08/2022

**Part B Violations**

**Safety Fitness Rating Information:**

**Total Miles Operated** 150,000  
**Recordable Accidents** 0

**OOS Vehicle (CR):** 1  
**Number of Vehicle Inspected (CR):** 14  
**OOS Vehicle (MCMIS):** 0  
**Number of Vehicles Inspected (MCMIS):** 0

Your proposed safety rating is :

**This Review is not Rated.**





**Part B Requirements and/or Recommendations**

1. Forms and publications are available at the CHP internet website at:  
<https://www.chp.ca.gov/Programs-Services/Programs/Commercial-Vehicle-Section>
  
2. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001
  
3. "Is Your Registration Information Current?"  
FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.  
[https://li-public.fmcsa.dot.gov/LIVIEW/PKG\\_REGISTRATION.prc\\_option](https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option)





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/08/2022

Part C

Reason for Review: Other Annual Bus

Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

1/8/2021
12/13/2019
12/18/2018

Prior Prosecutions

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: Genevieve Lira

Corporate Contact Title: Safety & Training Manager

Special Study Information:

Remarks:

Terminal Name: MV Public Transportation Inc CA # - 468401
Terminal Address: 1850 E 33rd Street Long Beach, CA 90807 FCN - 384157

Rating Information:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

Out-of-Service Vehicles:

13 CCR 1230(a) - The vehicles listed below have been placed Out-of-Service during this terminal inspection and/or on-highway inspection. These vehicles may be returned to highway service only after proper repair of the out-of-service condition(s).

2012 Ford License # 1408872 - Brake hose chafing.

MAINTENANCE PROGRAM VIOLATIONS:

No Violations Discovered

DRIVER RECORDS VIOLATIONS:

No Violations Discovered

HOURS OF SERVICE VIOLATIONS:

No Violations Discovered

Upload Authorized: Yes No
Authorized by: Date:
Uploaded: Yes No Failure Code:
Verified by: Date:







**California Highway Patrol**  
 411 North Central Avenue, #410  
 Glendale, CA 91203  
 Phone: (323) 644-9557  
 Internationally Accredited Agency CHP407F/343A

**Report Number:** CANCX4000611  
**Inspection Date:** 02/02/2022  
**Start:** 7:49 AM PT **End:** 8:30 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**Carrier:** MV PUBLIC TRANSPORTATION INC

**DBA:**  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT:** 1205759 **Phone#:** (972)391-4606  
**MC/MX#:** 648465 **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:** **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:** **State:**  
**Date of Birth:**  
**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	BROWN	2019	CA	05463B3	11200	1F66F5DYXK0A15987	22000		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	QOS	CP	Citation #	Verify Crash	Violations Discovered
1232(D) CCR	S	1	N	N		N N	Windshield, windows or doors in vehicle are not safety glazing material--392.2--Specify: Behind driver and to the right of drivers seat glass/plastic not of safety glazing material.

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 468401; Fuel Type: G; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
 M. Serrano A16744

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01205759 CA CANCX4000611



**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCX4000614**  
**Inspection Date: 02/02/2022**  
**Start: 10:00 AM PT End: 10:39 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**Carrier: MV PUBLIC TRANSPORTATION INC**

**DBA:**  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT:** 1205759      **Phone#:** (972)391-4606  
**MC/MX#:** 648465      **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:**      **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**      **State:**  
**Date of Birth:**  
**Milepost:**      **Shipper:** N/A  
**Origin:** N/A      **Bill of Lading:** N/A  
**Destination:** N/A      **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	37230W1	004	1FDGF5GYXFEC42209	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: P; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

**Report Prepared By:** ID/Badge #:  
 M. Serrano      A16744

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01205759 CA CANCX4000614



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000629  
Inspection Date: 02/08/2022  
Start: 8:45 AM PT End: 9:36 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: LONG BEACH  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	75242P1	508	1FDFE4FS2DDB30920	14500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Report Prepared By: ID/Badge #:  
M. Serrano A16744

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000609  
Inspection Date: 02/02/2022  
Start: 6:42 AM PT End: 7:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: LONG BEACH  
Highway:  
County: LOS ANGELES

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Shipper: N/A  
Bill of Lading: N/A  
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	1396289	L213	1FDAF5GY4FEC83330	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #  
M. Serrano A16744

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California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000613
Inspection Date: 02/02/2022
Start: 9:14 AM PT End: 10:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, CP, Citation #, VerifyCrash, Violations Discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: M. Serrano
ID/Badge #: A16744

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01205759 CA CANCX4000613



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000616  
Inspection Date: 02/02/2022  
Start: 11:30 AM PT End: 12:11 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: LONG BEACH  
Highway:  
County: LOS ANGELES

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429336	513	1FDAF5GY3GEB56893	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:  
M. Serrano A16744

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01205759 CA CANCX4000616



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000628
Inspection Date: 02/08/2022
Start: 7:56 AM PT End: 8:41 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Curtis (A18596)

Report Prepared By: ID/Badge #:
M. Serrano A16744

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01205759 CA CANCX4000628



**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCX4000612**  
**Inspection Date: 02/02/2022**  
**Start: 8:30 AM PT End: 9:11 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**Carrier: MV PUBLIC TRANSPORTATION INC**

**DBA:**  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT:** 1205759      **Phone#:** (972)391-4606  
**MC/MX#:** 648465      **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:**      **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**      **State:**  
**Date of Birth:**  
**Milepost:**      **Shipper:** N/A  
**Origin:** N/A      **Bill of Lading:** N/A  
**Destination:** N/A      **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1525373	6250	1FDFE4FS1HDC10330	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By:      ID/Badge #:  
 M. Serrano      A16744

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California Highway Patrol  
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Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000615  
Inspection Date: 02/02/2022  
Start: 10:41 AM PT End: 11:29 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

**Carrier:** MV PUBLIC TRANSPORTATION INC

**DBA:**  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
**USDOT:** 1205759 **Phone#:** (972)391-4606  
**MC/MX#:** 648465 **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:** **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:** **State:**  
**Date of Birth:**  
**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1528683	1062	1FDGF5GY4GEC06971	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: P; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: M. Serrano  
ID/Badge #: A16744

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEX4000618  
Inspection Date: 02/02/2022  
Start: 12:52 PM PT End: 1:40 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: LONG BEACH  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2018	CA	1550812	L328	1N9AMALG9JC084116	42720		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 3/4	1 3/4
Left	1 3/4	2
Chamber	C-30	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 468401; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: M. Serrano  
ID/Badge #: A16744

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01205759 CA CANCEX4000618



**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCX4000617**  
**Inspection Date: 02/02/2022**  
**Start: 12:12 PM PT End: 12:52 PM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**Carrier: MV PUBLIC TRANSPORTATION INC**

**DBA:**  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT:** 1205759 **Phone#:** (972)391-4606  
**MC/MX#:** 648465 **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:** **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:** **State:**  
**Date of Birth:**  
**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1568541	6253	1N9HDA9N2KC084030	35000		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	2
Left	1 1/2	2
Chamber	C-20	C-30

**VIOLATIONS**

Section	Type	Unit	OOS	CP	Citation #	VerifyCrash	Violations Discovered
24252(a) CVC/004	S	1	N	N		N N	Turn signal lamp inoperative--393.9TS--Specify: Left front Turn Signal Inoperative. (Repaired)

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
 M. Serrano A16744

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**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCX4000627**  
**Inspection Date: 02/08/2022**  
**Start: 6:35 AM PT End: 7:11 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**Carrier: MV PUBLIC TRANSPORTATION INC**

**DBA:**  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT:** 1205759      **Phone#:** (972)391-4606  
**MC/MX#:** 648465      **Fax#:**  
**State#:** 468401  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:**      **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:**      **State:**  
**Date of Birth:**  
**Milepost:**      **Shipper:** N/A  
**Origin:**      **Bill of Lading:** N/A  
**Destination:**      **Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1572241	6256	1N9HDA9N8KC084033	35000		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	C-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported      **Placard:**      **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

**Co-Inspector(s):**

Curtis (A18596)

Report Prepared By:      ID/Badge #:  
 M. Serrano      A16744

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01205759 CA CANCX4000627



**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCX4000610**  
**Inspection Date: 02/02/2022**  
**Start: 7:00 AM PT End: 7:48 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**Carrier: BENNIE A JACKSON**

**DBA:**  
 981 W CRESTWOOD AVE  
 SAN PEDRO, CA, 90731  
**USDOT:** 2695622 **Phone#:** (310)831-9527  
**MC/MX#:** **Fax#:**  
**State#:** 384157  
**Location:** LONG BEACH  
**Highway:**  
**County:** LOS ANGELES

**Driver:**  
**License#:** **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:** **State:**  
**Date of Birth:**  
**Milepost:** **Shipper:** N/A  
**Origin:** N/A **Bill of Lading:** N/A  
**Destination:** N/A **Cargo:** N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	1584566	21377	1FDDE4FS5KDC69209	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	CP	Citation #	Verify	Crash	Violations Discovered
1261(e) T-13 CCR	S	1	N	N		N	N	Bus (Type 1) non-schoolbus, non-gasoline engine, exhaust discharge not within 15 of the rear of the bus or rear of doors/windows designed to be opened--393.83D: Behind Catalytic Converter exhaust leak due to incomplete weld. (Repaired)

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
 M. Serrano 16744

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4999969  
Inspection Date: 02/08/2022  
Start: 7:11 AM PT End: 7:56 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: LONG BEACH  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2020	CA	1622118	1067	1FDUF5GN9LED99864	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

**Co-Inspector(s):**

Curtis (A18596)

Report Prepared By: ID/Badge #:  
M. Serrano A16744

Copy Received By:

X

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01205759 CA CANCX4999969

STATE OF CALIFORNIA  
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**SAFETY COMPLIANCE REPORT/  
 TERMINAL RECORD UPDATE**  
 CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

CARRIER LEGAL NAME MV Public Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 259-9911
---	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE) 7209 E Rosecrans Avenue, Paramount, CA 90723	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 7209 E Rosecrans Avenue, Paramount, CA 90723
MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE) 2711 North Haskell Avenue Suite 1500, Dallas, TX 75204	

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 55 II	Mod Limo <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	DRIVERS 54	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HWVEH.	HWCONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Towed

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC
---	---

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) (714) 719-1749
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/ AREA CODE)	NIGHT TELEPHONE NO. (W/ AREA CODE)

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [ 2020 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	--	---	---	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input checked="" type="checkbox"/> MC <input type="checkbox"/> MX 648465	REASON FOR INSPECTION Annual Basic Bus	

<b>INSPECTION FINDINGS</b>		<b>INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable</b>									
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S				
DRIVER RECORDS		No. 14 Time 4.0	No. 14 Time 4.5	No. 14 Time 9.0	TIME		TOTAL TIME		17.5		
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles Units					
BRAKES	2	REMARKS 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time.									
LAMPS & SIGNALS		See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Reports.									
CONNECTING DEVICES											
STEERING & SUSPENSION											
EQUIPMENT REQUIREMENTS	2										
CONTAINERS & TANKS											
HAZARDOUS MATERIALS											


INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 9	INSPECTION DATE(S) 01/06,07,08/2021	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) Keith Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 01/08/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Lina Parten	TITLE Safety Manager	DRIVER LICENSE NUMBER STATE CA

**California Highway Patrol**

	<b>US DOT #</b> 1205759	<b>Legal:</b> MV PUBLIC TRANSPORTATION INC <b>Operating (DBA):</b>														
<b>MC/MX #:</b> 648465		<b>State #:</b> 468401		<b>Federal Tax ID:</b> 11-3706367 (EIN)												
<b>Review Type:</b> Non-ratable Review - Special Study																
<b>Scope:</b> Terminal		<b>Location of Review/Audit:</b> Company facility in the U. S.		<b>Territory:</b> C												
<b>Operation Types</b>		<b>Business:</b> Corporation														
<table style="width:100%; border:none;"> <tr> <td style="border:none;"><b>Carrier:</b> Non-HM</td> <td style="border:none;">N/A</td> <td colspan="2" style="border:none;"></td> </tr> <tr> <td style="border:none;"><b>Shipper:</b> N/A</td> <td style="border:none;">N/A</td> <td colspan="2" style="border:none;"></td> </tr> <tr> <td style="border:none;"><b>Cargo Tank:</b></td> <td style="border:none;">N/A</td> <td colspan="2" style="border:none;"></td> </tr> </table>		<b>Carrier:</b> Non-HM	N/A			<b>Shipper:</b> N/A	N/A			<b>Cargo Tank:</b>	N/A			<b>Gross Revenue:</b> for year ending:		
<b>Carrier:</b> Non-HM	N/A															
<b>Shipper:</b> N/A	N/A															
<b>Cargo Tank:</b>	N/A															
<b>Company Physical Address:</b>																
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204																
<b>Contact Name:</b>																
<b>Phone numbers:</b> (1) 972- 391-4606		(2)		<b>Fax</b>												
<b>E-Mail Address:</b>																
<b>Company Mailing Address:</b>																
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204																
<b>Carrier Classification</b>																
Authorized for Hire																
<b>Cargo Classification</b>																
Passengers																
<b>Equipment</b>																
	<b>Owned Term Leased Trip Leased</b>			<b>Owned Term Leased Trip Leased</b>												
Minibus, 16+	55	0	0													
Power units used in the U.S.: 55																
Percentage of time used in the U.S.: 100																
<b>Does carrier transport placardable quantities of HM?</b>				No												
<b>Is an HM Permit required?</b>				N/A												
<b>Driver Information</b>																
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0													
<b>&lt; 100 Miles:</b>	54		<b>Total Drivers:</b> 54													
<b>&gt;= 100 Miles:</b>			<b>CDL Drivers:</b> 54													







**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
01/08/2021

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Lina Parten

**Name:**

**Title:** Safety Manager

**Title:**





**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
01/08/2021

**Part B Violations**

**Safety Fitness Rating Information:**

Total Miles Operated            500,000  
Recordable Accidents            0

OOS Vehicle (CR): 0  
Number of Vehicle Inspected (CR): 14  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
01/08/2021

**Part B Requirements and/or Recommendations**

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





**MV PUBLIC TRANSPORTATION INC - Terminal**  
 U.S. DOT #: 1205759

State #: 468401

Review Date:  
 01/08/2021

**Part C**

**Reason for Review:** Other Annual B Bus Insp.  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

<b><u>Prior Reviews</u></b>	<b><u>Prior Prosecutions</u></b>	<b>Reason not Rated:</b> Special Study	<b>Study Code:</b> CA
12/3/2020	10/14/2010		
12/3/2020			
11/10/2020			

**Unsat/Unfit Information**

**Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?** No

**Does carrier transport placardable quantities of hazardous materials?** Not Applicable  
**Unsat/Unfit rule:**

**Corporate Contact:** Lina Parten  
**Corporate Contact Title:** Safety Manager

**Special Study Information:**

**Remarks:**

Terminal Name: MV Public Transportation Inc. CA# - 468401  
 Terminal Address: 7209 E Rosecrans Ave., Paramount, CA 90723 FCN - 384157

**Rating Information:**  
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections..

**MAINTENANCE PROGRAM VIOLATIONS:**  
 None at this time.

**DRIVER RECORDS VIOLATIONS:**  
 None at this time.

**HOURS OF SERVICE VIOLATIONS:**  
 None at this time.

**HAZARDOUS MATERIALS VIOLATIONS:**  
 N/A

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Date:</b>
		<b>Failure Code:</b>





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV000666  
Inspection Date: 01/06/2021  
Start: 8:00 AM PT End: 8:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Milepost:  
Origin: Shipper: N/A  
Destination:

Bill of Lading: N/A  
Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1517057	L326	1N9AMALG8GC084309	42720		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/4	1 3/8
Left	1 1/4	1 3/8
Chamber	C-30	C-30

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1245(K)(1) CCR	S	1	N		N	N	Unapplied air loss--396.3A1: Air loss at/around air dryer rear right side of the bus. Compressor Compensates

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

**State Information:**

Odometer: 116769; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000667  
Inspection Date: 01/06/2021  
Start: 8:30 AM PT End: 9:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2018	CA	1550811	L327	1N9AMALG7JC084115	42720		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	C-30	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 109737; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000667



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000668  
Inspection Date: 01/06/2021  
Start: 9:00 AM PT End: 9:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	1396287	L211	1FDAF5GY3FEC91029	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 184553; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000668



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000669
Inspection Date: 01/06/2021
Start: 9:30 AM PT End: 10:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, ELDO, 2014, CA, 1437360, 21373, 1N9MNALG1EC084143, 42720

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, 1 3/8, 1 3/8, 1 1/2, C-30, C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered. Row 1: 1245(K)(1) CCR, S, 1, N, N, N, Unapplied air loss--396.3A1: Air loss at/around air dryer located right side rear of the bus. Compressor compensates

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 207653; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000669





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000670  
Inspection Date: 01/06/2021  
Start: 10:00 AM PT End: 10:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1568541	6253	1N9HDA9N2KC084030	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1	1 1/2
Left	1	1 1/2
Chamber	C-20	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 39780; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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X



01205759 CA CANCWV000670



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000671
Inspection Date: 01/06/2021
Start: 10:30 AM PT End: 11:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2017, CA, 1528684, 1063, 1FDGF5GY6GEC06972, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 67884; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: K. Hardison
ID/Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000671



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000672
Inspection Date: 01/06/2021
Start: 11:00 AM PT End: 11:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2017, CA, 1527148, 7107, 1FDFE4FS6HDC43100, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 44437; File Code Number: 384157; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000672



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000673  
Inspection Date: 01/06/2021  
Start: 11:30 AM PT End: 12:15 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2014	CA	89912T2	511	1FDFF4FS5DDB30927	14500		

**BRAKE ADJUSTMENTS**

Axle #            1            2  
Right            N/A          N/A  
Left              N/A          N/A  
Chamber        HYDR        HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 126781; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison            A16735

Copy Received By:

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01205759 CA CANCWV000673



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000674  
Inspection Date: 01/07/2021  
Start: 7:30 AM PT End: 8:15 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204

Driver: State:  
License#: State:  
Date of Birth:  
CoDriver: State:  
License#: State:  
Date of Birth:

USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:

State#: Location: PARAMOUNT  
Highway: County: LOS ANGELES

Milepost: Shipper: N/A  
Origin: Destination:

Bill of Lading: N/A  
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1568540	6252	1N9HDA9N6KC084029	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/8	1 5/8
Left	1 1/8	1 5/8
Chamber	C-20	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 27970; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000674



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000675
Inspection Date: 01/07/2021
Start: 8:26 AM PT End: 9:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2017, CA, 1525372, 6251, 1FDFE4FS8HDC10325, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Values: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered. Row 1: 1232(A) CCR /001, S, 1, N, N, N, General maintenance--396.3 (a)(1): CNG hose rubbing on frame. Clamp broken. Carrier repaired

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach, Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000675



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000676  
Inspection Date: 01/07/2021  
Start: 9:10 AM PT End: 9:50 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#:   
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
State:   
State:

Milepost:   
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1528681	21374	1FDGF5GY5GEC06963	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1266(B) CCR	S	1	N		N	N	Drive shaft guard missing or defective--392.2: The guard is missing from the first drive shaft behind the transmission

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

**State Information:**

Odometer: 89795; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 28; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000676



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000677  
Inspection Date: 01/07/2021  
Start: 10:00 AM PT End: 10:30 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#:   
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
State:   
State:

Milepost:   
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2010	CA	1291482	7104	1FDFE4FSXADB01824	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Odometer: 136259; File Code Number: 384157; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000677





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000678  
Inspection Date: 01/07/2021  
Start: 10:33 AM PT End: 11:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204

Driver: State:  
License#: State:

USDOT: 1205759 Phone#: (972)391-4606

Date of Birth: State:  
CoDriver: State:  
License#: State:  
Date of Birth: State:

MC/MX#: 648465

Fax#:

Date of Birth:

State#:

Location: PARAMOUNT

Milepost:

Shipper: N/A

Highway:

Origin: N/A

Bill of Lading: N/A

County: LOS ANGELES

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429335	512	1FDAF5GY1GEB56892	19500		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 133969; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000678



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000679  
Inspection Date: 01/07/2021  
Start: 11:10 AM PT End: 11:45 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#:   
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:   
Milepost:   
Origin: N/A  
Destination: N/A

Driver:   
License#:   
Date of Birth:   
CoDriver:   
License#:   
Date of Birth:   
Shipper: N/A  
State:   
State:   
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1528685	1064	1FDGF5GY8GEC06973	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1266(B) CCR	S	1	N		N	N	Drive shaft guard missing or defective--392.2: first drive shaft missing guard

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

**State Information:**

Odometer: 101498; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000679

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

CARRIER LEGAL NAME MV Public Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE) (562) 259-9911
---	------------------------------	--

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 East Rosecrans Ave. Paramount, CA 90723

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE) 2711 North Haskell Ave. Suite 1500 Dallas, TX 75204  
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 7209 E Rosecrans Ave. Paramount, CA 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 116 II Mod Limo	DRIVERS 112	BIT FLEET SIZE Powered
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC N/A				

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Lena Parten	DAY TELEPHONE NO. (W/AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/AREA CODE) (562) 519-0125
EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO. (W/AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/AREA CODE) (714) 719-1749

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2018 ]**

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input checked="" type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	--	---	---	--	---	--	--

**OPERATING AUTHORITIES OR PERMITS**

PUC <input type="checkbox"/> T N/A	<input checked="" type="checkbox"/> TCP 35697	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT USDOT NUMBER 1205759	<input checked="" type="checkbox"/> MC 648465	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION Annual B Bus

**INSPECTION FINDINGS** | **INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable**

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	0	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 20 Time 3.5	No. 17 Time 4.0	No. 20 Time 13.5	TIME N/A	TOTAL TIME 21.0
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. n/a Time n/a	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units		
BRAKES	3	<b>REMARKS</b> 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time.  See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Reports.				
LAMPS & SIGNALS	0					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	0					
TIRES & WHEELS	0					
EQUIPMENT REQUIREMENTS	10					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> Non-bit	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 4,5,6	INSPECTION DATE(S) 12/11,12,13/2019	TIME IN 0730	TIME OUT 1430
--	--	-------------------------------------	------------------------	--	-----------------	------------------

INSPECTED BY (NAME(S)) Keith Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
--	------------------------	---


**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 28), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE Lina Parten	DATE 12/13/2019
CARRIER REPRESENTATIVE'S PRINTED NAME Lina Parten	TITLE Safety Manager	DRIVER LICENSE NUMBER STATE CA



**California Highway Patrol**

	<b>US DOT #</b> 1205759	<b>Legal:</b> MV PUBLIC TRANSPORTATION INC <b>Operating (DBA):</b>			
	<b>MC/MX #:</b> 648465	<b>State #:</b> 468401	<b>Federal Tax ID:</b> 11-3706367 (EIN)		
<b>Review Type:</b> Non-ratable Review - Special Study					
<b>Scope:</b> Terminal	<b>Location of Review/Audit:</b> Company facility in the U. S.			<b>Territory:</b> C	
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>	<b>Business:</b> Corporation	
<b>Carrier:</b>	Non-HM	N/A	<b>Gross Revenue:</b>		
<b>Shipper:</b>	N/A	N/A	<b>for year ending:</b>		
<b>Cargo Tank:</b>	N/A				
<b>Company Physical Address:</b>					
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204					
<b>Contact Name:</b>					
<b>Phone numbers:</b> (1) 972- 391-4606		(2)	<b>Fax</b>		
<b>E-Mail Address:</b>					
<b>Company Mailing Address:</b>					
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204					
<b>Carrier Classification</b>					
Authorized for Hire					
<b>Cargo Classification</b>					
Passengers					
<b>Equipment</b>					
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned</b>	<b>Term Leased</b>
Minibus, 16+	116	0	0		
Power units used in the U.S.: 116					
Percentage of time used in the U.S.: 100					
<b>Does carrier transport placardable quantities of HM?</b>		No			
<b>Is an HM Permit required?</b>		N/A			
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0		
<b>&lt; 100 Miles:</b>	112		<b>Total Drivers:</b> 112		
<b>&gt;= 100 Miles:</b>			<b>CDL Drivers:</b> 112		





**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
12/13/2019

**Part A**

QUESTIONS regarding this report may be directed to the Southern Division  
Motor Carrier Safety Unit at;

437 N. Vermont Ave.  
Los Angeles, CA 90004

**This TERMINAL REVIEW deals only with safety compliance at this terminal.**

**Person(s) Interviewed**

**Name:** Lina Parten

**Title:** Safety Manager

**Name:**

**Title:**





**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
12/13/2019

**Part B Violations**

**Safety Fitness Rating Information:**

Total Miles Operated 1,000,000  
Recordable Accidents 0

OOS Vehicle (CR): 1  
Number of Vehicle Inspected (CR): 20  
OOS Vehicle (MCMIS): 0  
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

**This Review is not Rated.**





**MV PUBLIC TRANSPORTATION INC - Terminal**

U.S. DOT #: 1205759

State #: 468401

Review Date:

12/13/2019

**Part B Requirements and/or Recommendations**

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:  
CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>
3. Ensure vehicle Out-of-Service conditions are properly repaired before being returned to highway service.







MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

12/13/2019

Part C

Reason for Review: Other Annual BBus
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

11/26/2019
11/15/2019
11/14/2019

Prior Prosecutions

10/14/2010

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness
procedures contained in 49 CFR part 385 subpart A, AND does it
transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: Lina Parten
Corporate Contact Title: Safety Manager

Special Study Information:

Remarks:

Terminal Name: MV Public Transportation Inc. CA # - 468401
Terminal Address: 7209 E Rosecrans Ave. Paramount, CA 90723 FCN - 384157

Rating Information:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 20 required vehicle inspections.

Out-of-Service Vehicles:

13 CCR 1230(a) - The vehicles listed below have been placed Out-of-Service during this terminal inspection. These
vehicles may be returned to highway service only after proper repair of the out-of-service condition(s).
Click here to enter text.

MAINTENANCE PROGRAM VIOLATIONS:

None at this time of inspection

DRIVER RECORDS VIOLATIONS:

None at this time of inspection

HOURS OF SERVICE VIOLATIONS:

None at this time of inspection

HAZARDOUS MATERIALS VIOLATIONS:

N/A







**MV PUBLIC TRANSPORTATION INC - Terminal**  
U.S. DOT #: 1205759

State #: 468401

Review Date:  
12/13/2019

**Part C**

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>
<b>Authorized by:</b>		<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>
<b>Verified by:</b>		<b>Failure Code:</b>
		<b>Date:</b>





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000223  
Inspection Date: 12/11/2019  
Start: 8:15 AM PT End: 8:36 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401

Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:

Milepost: Shipper: N/A  
Origin: Bill of Lading: N/A  
Destination: Cargo:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1525373	6250	1FDFE4FS1HDC10330	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 4292; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 16; Veh #1 Type: 11; WC Passenger Capacity: 2; Bus Type: 1

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000224  
Inspection Date: 12/11/2019  
Start: 8:50 AM PT End: 9:22 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1527149	7106	1FDFE4FS3HDC43071	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 28035; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

**Notes:** W/C lift inoperable

Report Prepared By: K. Hardison  
Badge #: A16735

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01205759 CA CANCWV000224





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW000225
Inspection Date: 12/11/2019
Start: 9:31 AM PT End: 10:02 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper: N/A
Milepost:
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2015, CA, 1396289, L213, 1FDAF5GY4FEC83330, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, VerifyCrash, Violations Discovered. Rows: 5201 VC (License plates positioning and visibility--392.2RG: Front license plate blocked by bicycle rack), 1293(C)(3) CCR (Exterior instructions missing/illegible for the wheelchair lift/door--392.2)

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; Odometer: 130195; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 21; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000226  
Inspection Date: 12/11/2019  
Start: 10:16 AM PT End: 10:40 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204

Driver:  
License#: State:

USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#: State:  
State#: 468401

Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Milepost: Shipper: N/A  
Origin: N/A  
Destination: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2012	CA	1396832	1056	1FDAF5GY6CEC58473	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 168661; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 21; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

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01205759 CA CANCWV000226



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000227  
Inspection Date: 12/11/2019  
Start: 10:55 AM PT End: 11:23 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A  
State:  
State:

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2014	CA	1550812	L328	1N9MNALG1EC084143	42720		
		DO								

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	L-24	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 66667; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: 1; Passenger Capacity: 34; Veh #1 Type: 11; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

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01205759 CA CANCWV000227





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW000228
Inspection Date: 12/11/2019
Start: 11:30 AM PT End: 11:55 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2013, CA, 97816N1, 1182, 1FDGF5GY3DEA70554, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, VerifyCrash, Violations Discovered. Row 1: 26453 VC /011, S, 1, N, N, N, Other brake violations--396.3A1B: Emergency parking brake cable rubbing thru protective coating on L/S rear leaf spring. Row 2: 1232(C) CCR, S, 1, N, N, N, Oil and/or grease leak --396.5(b): L/S Valve cover is leaking oil

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 27; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000229  
Inspection Date: 12/11/2019  
Start: 12:00 PM PT End: 12:30 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
State:  
State:

Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A

Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2014	CA	1437360	21373	1N9MNALG1EC084143	42720		
		DO								

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/8	7/8
Left	1 1/8	2
Chamber	L-24	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 34; Veh #1 Type: 11; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

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01205759 CA CANCWV000229





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000230  
Inspection Date: 12/11/2019  
Start: 12:50 PM PT End: 1:18 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Shipper: N/A  
Bill of Lading: N/A  
Cargo: N/A

Milepost:  
Origin: N/A  
Destination: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429335	512	1FDAF5GY1GEB56892	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 101660; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: PRO; Passenger Capacity: 31; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000230



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000231  
Inspection Date: 12/11/2019  
Start: 1:37 PM PT End: 2:07 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:   
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	68565R1	974	1FDGF5GY7DEB15219	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 166312; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 31; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

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01205759 CA CANCWV000231



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000232  
Inspection Date: 12/11/2019  
Start: 2:10 PM PT End: 2:45 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	38890W1	006	1FD FE4FS9FDA07571	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 74769; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: PRO; Passenger Capacity: 20; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000232





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000233
Inspection Date: 12/12/2019
Start: 8:09 AM PT End: 8:40 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper: N/A
Milepost:
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2010, CA, 1304477, 7101, 1FDPE4FS4ADB01804, 14500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # (1, 2), Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; Odometer: 111449; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: G; Passenger Capacity: 18; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000233



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000234  
Inspection Date: 12/12/2019  
Start: 8:55 AM PT End: 9:26 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#:  
Date of Birth:  
CoDriver:  
License#:  
Date of Birth:  
Milepost:  
Origin: N/A  
Destination: N/A  
Shipper: N/A  
State:  
State:  
Bill of Lading: N/A  
Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2016	CA	1517056	L325	1N9AMALG6GC084308	42720		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/4	1 3/4
Left	1 1/8	1 3/4
Chamber	C-30	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 34; Veh #1 Type: 11; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

X

X



01205759 CA CANCWV000234





**California Highway Patrol**  
**411 North Central Avenue, #410**  
**Glendale, CA 91203**  
**Phone: (323) 644-9557**  
**Internationally Accredited Agency CHP407F/343A**

**Report Number: CANCWW000235**  
**Inspection Date: 12/12/2019**  
**Start: 9:34 AM PT End: 10:07 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

MV PUBLIC TRANSPORTATION INC  
 2711 N HASKELL AVE SUITE 1500  
 DALLAS, TX, 75204  
**USDOT: 1205759**  
**MC/MX#: 648465**  
**State#: 468401**  
**Location: PARAMOUNT**  
**Highway:**  
**County: LOS ANGELES**

**Phone#: (972)391-4606**  
**Fax#:**

**Driver:**  
**License#:** **State:**  
**Date of Birth:**  
**CoDriver:**  
**License#:** **State:**  
**Date of Birth:**  
**Milepost:** **Shipper: N/A**  
**Origin: N/A** **Bill of Lading: N/A**  
**Destination: N/A** **Cargo: N/A**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	BLUB	2017	CA	1475050	808	1BABNBAA3HF328304	36200		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	L-30	L-30

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
26508(B)(2) VC	S	1	N		N	N	Manual means of emergency stopping system operation clearly indicated--396.3A1B: operating instructions worn of knob
1284(C)(1) CCR	S	1	N		N	N	Emergency exit control operating instructions not legible or missing--392.2: L/S front emergency exit window operating instructions faded not legible
1232(A) CCR /001	S	1	Y		U	N	General maintenance--396.3 (a)(1): R/S rear emergency exit window stuck
1245(F)(3) CCR /001	S	1	N		N	N	Brake hose /tubing chafing and/or kinking--393.45(b)(2): red airline above X-1 rubbing thru hole of frame.
1267(E) CCR	S	1	N		N	N	Power doors not adjacent to the driver, sensitive edges defective--392.2

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 174694; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 37; Veh #1 Type: 11; WC Passenger Capacity: 2; Bus Type: 1

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

**Report Prepared By:** **Badge #:**  
 K. Hardison A16735

**Copy Received By:**

X

X



01205759 CA CANCWW000235



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000236  
Inspection Date: 12/12/2019  
Start: 10:21 AM PT End: 10:45 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1528684	1063	1FDGF5GY6GEC06972	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 41235; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 22; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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01205759 CA CANCWV000236





California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000237  
Inspection Date: 12/12/2019  
Start: 11:00 AM PT End: 11:28 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:   
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2019	CA	1568598	6258	1N9HDA9N1KC084035	35000		
		DO								

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1	1 5/8
Left	1	1 5/8
Chamber	C-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 30; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000238  
Inspection Date: 12/12/2019  
Start: 11:40 AM PT End: 12:12 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES

Driver:   
License#: State:   
Date of Birth:   
CoDriver:   
License#: State:   
Date of Birth:   
Shipper: N/A  
Milepost:   
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2012	CA	1396831	1055	1FDAF5GY8CEC51427	19500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:**No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; Odometer: 124800; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 22; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000238



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000239  
Inspection Date: 12/12/2019  
Start: 12:35 PM PT End: 1:01 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759  
MC/MX#: 648465  
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Phone#: (972)391-4606  
Fax#:

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	EL	2019	CA	1568542	6254	1N9HDA9N4KC084031	35000		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	1 3/8	1 3/4
Left	1 3/8	2
Chamber	C-20	C-30

**VIOLATIONS:** No violations were discovered

**HazMat:** No HM transported

**Placard:**

**Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 30; Veh #1 Type: 11; WC Passenger Capacity: 1

Report Prepared By: K. Hardison  
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000239



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000240
Inspection Date: 12/12/2019
Start: 1:10 PM PT End: 1:45 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost:
Origin: N/A
Destination: N/A

State:
State:
Shipper: N/A
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2015, CA, 37230W1, 004, 1FDGF5GYXFE42209, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered. Rows include citations for oil/grease leaks and general maintenance.

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; Odometer: 72343; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: PRO; Passenger Capacity: 28; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000240





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000241
Inspection Date: 12/12/2019
Start: 1:45 PM PT End: 2:10 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, EL, 2019, CA, 1572241, 6256, 1N9HDA9N8KC084033, 35000, DO

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, 1 1/4, 1 5/8, 1 1/4, 1 5/8, C-20, C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Beat/Sub Area: S42; Odometer: 88586; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: CNG; Passenger Capacity: 30; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: K. Hardison
Badge #: A16735

Copy Received By:

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01205759 CA CANCWV000241



California Highway Patrol  
411 North Central Avenue, #410  
Glendale, CA 91203  
Phone: (323) 644-9557  
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW000242  
Inspection Date: 12/12/2019  
Start: 2:15 PM PT End: 2:41 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
2711 N HASKELL AVE SUITE 1500  
DALLAS, TX, 75204  
USDOT: 1205759 Phone#: (972)391-4606  
MC/MX#: 648465 Fax#:   
State#: 468401  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES

Driver:  
License#: State:  
Date of Birth:  
CoDriver:  
License#: State:  
Date of Birth:  
Milepost: Shipper: N/A  
Origin: N/A Bill of Lading: N/A  
Destination: N/A Cargo: N/A

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	75022P1	507	1FDFE4FS4DDB30918	14500		

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

**VIOLATIONS:**No violations were discovered

**HazMat:** No HM transported **Placard:** **Cargo Tank:**

**Special Checks:** No data for special checks

**State Information:**

Beat/Sub Area: S42; File Code Number: 384157; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Fuel Type: PRO; Passenger Capacity: 20; Veh #1 Type: 11; WC Passenger Capacity: 1; Bus Type: 1

Report Prepared By: Badge #:  
K. Hardison A16735

Copy Received By:

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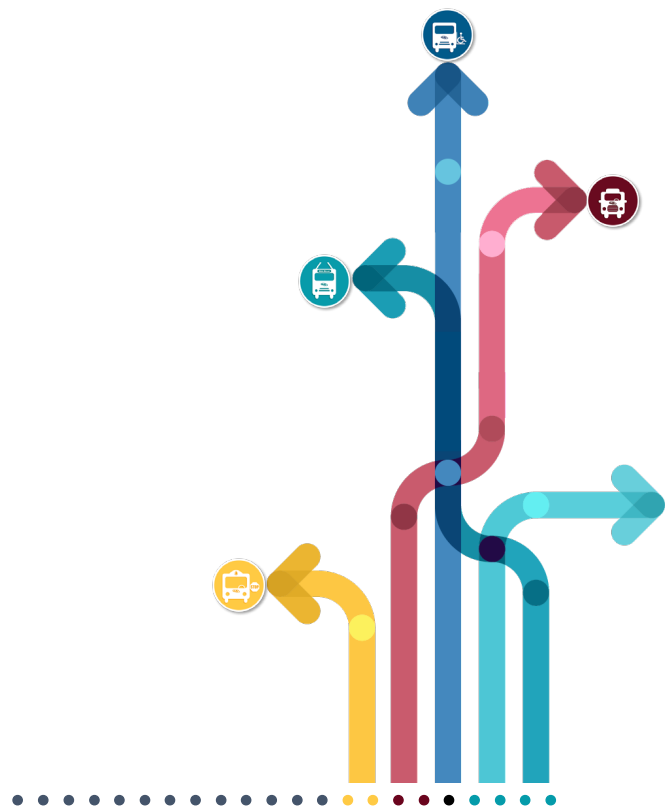
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01205759 CA CANCWW000242

# TAB 6: SPARE SERVICE VEHICLES

TAB 6: Spare Service Vehicles



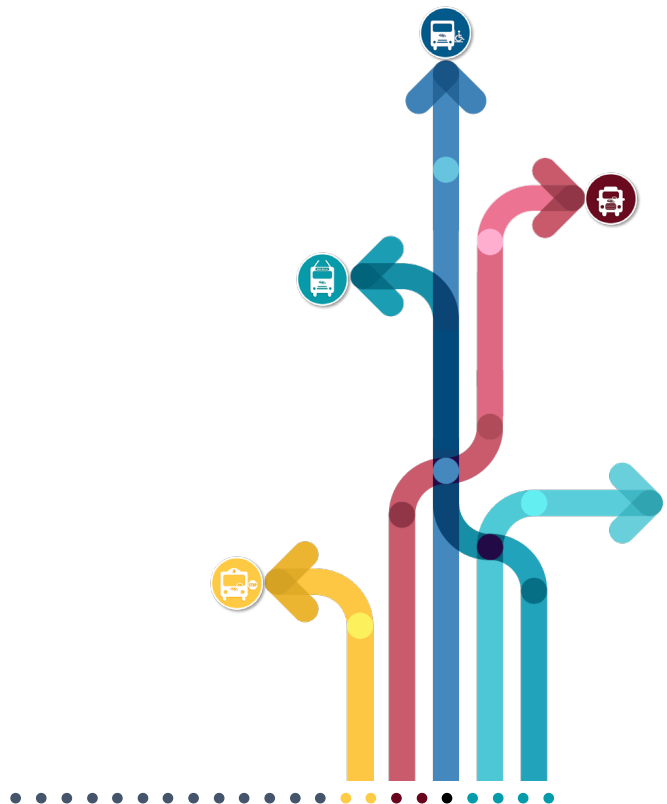


## 6. Spare Service Vehicles

MV can currently provide replacement revenue service vehicles, compliant with the specifications described in Exhibit I.1 of the IFB, as needed by the County. These vehicles have not been included in our price proposal.



# TAB 7: OPERATORS







## 7. Operators Assigned to this Contract

Please refer to the following table for a list of our operators with proper licensing per the requirements in the County's IFB. Following this section, MV has included copies of the operators' driver's licenses, medical cards, and Eduardo's VTT card.

<i>Operators with DMV Class B Driver's License</i>		
<i>Operator Name</i>	<i>Class of Driver's License</i>	<i>"P" Endorsement or Higher (Yes or No)</i>
Eduardo Ruiz Espinoza	B	Yes
Elva Patricia Velazquez-Angel	B	Yes



# **OPERATOR INFORMATION**

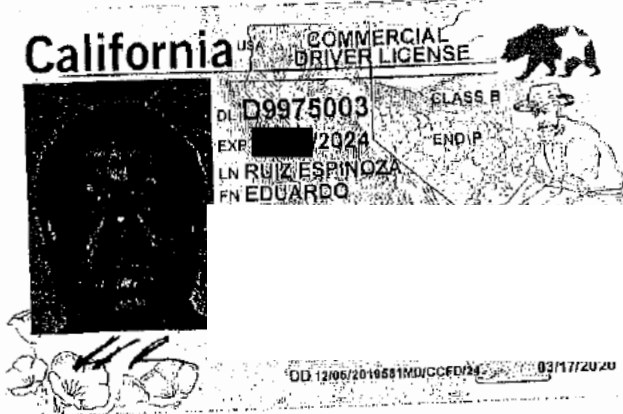


MV TRANSPORTATION, INC.

# MV Credential Form

## Driver's License:

## VTT Card:



CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT			
DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
[REDACTED]	2024	D9975003	CA
FULL NAME: Eduardo Ruiz Espinoza			
STREET NUMBER: [REDACTED]			
CITY: [REDACTED]			
Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.			
Date Issued: 12/17/20	Fee Paid \$10.00		
Authorized DMV Employee: [Signature]	Gardena CDTC 498	E7	
CL 260A (NEW 4/90)	DMV FO	ID NUMBER	
<b>SEE OVER FOR RESTRICTIONS, IF ANY</b>			

## Medical Card:

Form MCSA-5876

OMB No. 2126-0006 Expiration Date: 11/30/2021

Public Burden Statement: A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information if it does not display a currently valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0142-0046), Washington, DC 20503.

U.S. Department of Transportation  
Federal Motor Carrier  
Safety Administration

### Medical Examiner's Certificate

(For Commercial Driver Medical Certification)

Certify that I have examined Last Name: RUIZ First Name: Eduardo In accordance with (please check only one):

the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply) OR

the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for interstate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when (check all that apply):

Wearing corrective lenses  Accompanied by a \_\_\_\_\_ waiver/exemption  Driving within an exempt Intra-city zone (49 CFR 391.62) (Federal)

Wearing hearing aid  Accompanied by a Skill Performance Evaluation (SPE) Certificate  Qualified by operation of 49 CFR 391.64 (Federal)

Grandfathered from State requirements (State)

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date: 2/18/2023

Medical Examiner's Signature: [Signature]	Medical Examiner's Telephone Number: (562) 616-1166	Date Certificate Signed: 2/18/21
Medical Examiner's Name (please print or type): WILBERT WILLIAMS PA	<input type="radio"/> MD <input checked="" type="radio"/> Physician Assistant <input type="radio"/> Advanced Practice Nurse	
Medical Examiner's State License, Certificate, or Registration Number: PA15780	<input type="radio"/> DO <input type="radio"/> Chiropractor <input type="radio"/> Other Practitioner (Specify):	
Issuing State: California	Nonfederal Registry Number: 2136910720	

Driver's Signature: [Signature]	Driver's License Number: D9975003	Issuing State/Province: CA
Driver's Address: 1518 E. 80th Street	City: Los Angeles	State/Province: CA Zip Code: 90001
CLP/CDL Applicant/Holder: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

\*\*This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.\*\*

Medical Examiner's Certificate  
For Commercial Driver Medical Examination

I certify that I have examined Last Name: Velazquez First Name: Elva in accordance with federal regulations...  
 The Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and if applicable, only with the following conditions:  
 Wearing corrective lenses  Accompanied by a waiver/exemption  
 Wearing hearing aid  Accompanied by a Skill Performance Evaluation (SPE) Certificate  
 Driving with a waiver/exemption (49 CFR 391.62) (Federal)  
 Qualified by operation of 49 CFR 391.64 (Federal)  
 Granted/except from State requirements (State)  
Medical Examiner's Certificate Expiration Date: 5/6/2021

Medical Examiner's Signature: [Signature] Medical Examiner's Telephone Number: 8522616-1166 Date Certificate Signed: 5-10-19  
Medical Examiner's Name (please print or type): WILLIAM WILLIAMS, P.A.  
Medical Examiner's State License, Certificate, or Registration Number: 3435780  
Issuing State: Q, Florida National Registry Number: 2325818733

Driver's Signature: [Signature] Driver's License Number: 07555850 Issuing State/Province: CA  
Driver's Address: 10307 Jason Ave City: Downs State/Province: CA Zip Code: 95700 CLP/COL Applicant/Holder:  Yes  No

# California <sup>USA</sup> COMMERCIAL DRIVER LICENSE



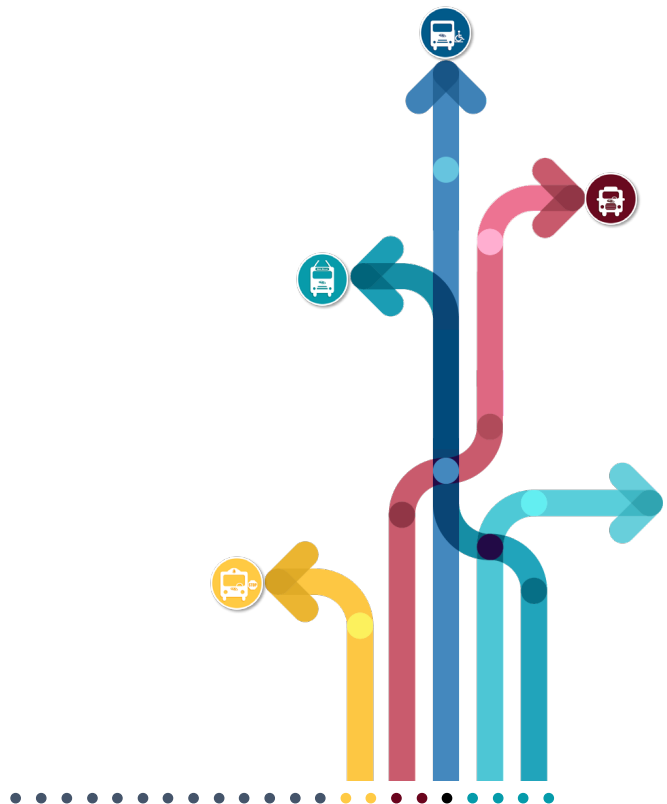
DL **B7555850** CLASS B  
EXP            /2026 END P  
LN **VELAZQUEZ-ANGEL**  
FN **ELVA PATRICIA**

DOB             
RSTR           

Elva Velazquez

# TAB 8: MAINTENANCE STAFF ASE CERTIFICATIONS

TAB 8: Maintenance Staff  
ASE Certifications





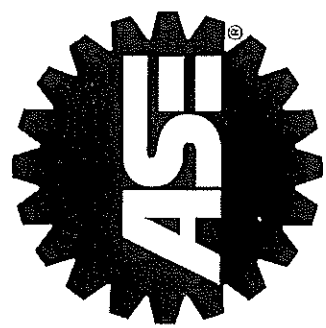
## 8. Maintenance Staff Assigned to this Contract and ASE Certifications

MV's technicians assigned to this contract have obtained the ASE certifications as listed below. Please refer to the end of this section for copies of these certifications. Our technicians assigned to this contract will, within 12 months of the date of hire or the start date of the contract, whichever occurs last, obtain ASE certifications in the A5 ASE Automobile and Light Truck Brakes Test.

<i>Technicians with ASE Certifications</i>		
<i>Technician Name</i>	<i>ASE Certification</i>	<i>Directly Employed by the Contractor (Yes or No)</i>
Alejandro Martinez	<ul style="list-style-type: none"> <li>• Medium/Heavy Truck Technician</li> </ul>	Yes
Alejandro Montes	<ul style="list-style-type: none"> <li>• Master Automobile Technician</li> <li>• Alternate Fuels Technician</li> <li>• Transit Bus Technician</li> <li>• School Bus Technician</li> <li>• Medium/Heavy Truck Technician</li> <li>• Advanced Level Specialist</li> </ul>	Yes



# ASE CERTIFICATIONS



National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**ALEJANDRO MARTINEZ**



has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

**MEDIUM/HEAVY TRUCK TECHNICIAN**

AREAS OF DEMONSTRATED ACHIEVEMENT

BRAKES

\*\* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\* \* \*\*

EXPIRES

JUNE 30, 2023

ASE-1407-8197

ASE IDENTIFICATION NUMBER

GIVEN THIS 27TH DAY OF APRIL 2018, AT LEESBURG, VIRGINIA

*Timothy A. Zilke*

TIMOTHY A. ZILKE, President





**ASE Certification Status**

Montes, Alejandro

Created: June 09, 2021

Compton, CA 90220-2940

6:45:02 PM

ASE ID: ASE-1787-4935

This individual currently has the ASE certification status shown below:



**Current ASE Designations**

Certificates
Master Automobile Technician
Alternate Fuels Technician
Transit Bus Technician
School Bus Technician
Medium/Heavy Truck Technician
Advanced Level Specialist

**ASE Certification Details**

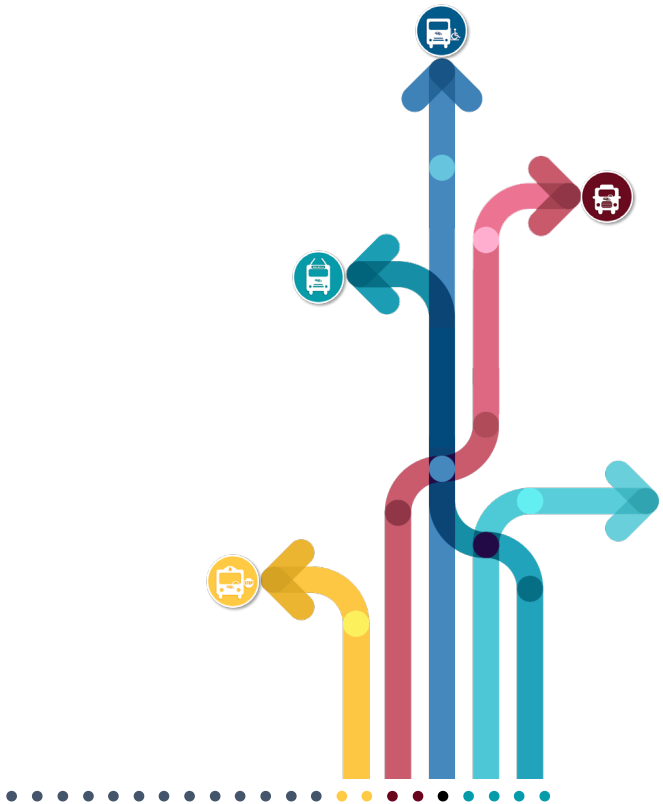
Test	Description	Expiration Date	Status
A7R	Heating & Air Conditioning Recert	06/30/2026	Current
H4R	Brakes Recert	06/30/2025	Current
S4R	Brakes Recert	06/30/2025	Current
T1R	Gasoline Engines Recert	06/30/2025	Current
T7R	Heating Ventilation & Air Conditioning Recert	06/30/2025	Current
T8R	Preventive Maintenance & Inspection (PMI) Recert	06/30/2025	Current
A1R	Engine Repair Recert	12/31/2024	Current
A2R	Automatic Transmission/Transaxle Recert	12/31/2024	Current
A4R	Suspension & Steering Recert	12/31/2024	Current
A5R	Brakes Recert	12/31/2024	Current
A6R	Electrical/Electronic Systems Recert	12/31/2024	Current

A8R	Engine Performance Recert	12/31/2024	Current
T4R	Brakes Recert	12/31/2023	Current
T6R	Electrical/Electronic Systems Recert	12/31/2023	Current
F1	Compressed Natural Gas Vehicle	12/31/2022	Current
L3	Light Duty Hybrid/Electric Vehicles	06/30/2022	Current
A3R	Manual Drive Train & Axles Recert	12/31/2021	Current
L1R	Automobile Advanced Engine Performance Recert	06/30/2021	Current

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. You can download the Work Experience form at [www.ase.com/expform](http://www.ase.com/expform)

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

# TAB 9: MAINTENANCE STAFF SECTION 609 CERTIFICATIONS





## 9. Maintenance Staff Section

### 609 Certifications

After this section, MV has included copies of the MACS or equivalent certifications listed in the following table.

<i>Technician Name</i>	<i>Type of Certification</i>	<i>Directly Employed by the Contractor (Yes or No)</i>
Alejandro Martinez	International Mobile Air Conditioning Association Educational Foundation (IMACA) Certified	Yes
Alejandro Montes	Mobile Air Conditioning Society (MACS) Certified	Yes



# MACS CERTIFICATIONS

# IMACA

INTERNATIONAL MOBILE AIR CONDITIONING ASSOCIATION

*A not-for-profit trade association serving the Mobile Air Conditioning Industry since 1958*

Date: 03/08/93

Certificate No.: 547-80-8700

**ALEJANDRO C. MARTINEZ**

has successfully completed training and  
is IMACA certified in the proper use of mobile air  
conditioning refrigerant recovery and recycling equipment.

*Frank Allison*

Frank Allison, Executive Director



2/22/2009

92

1109097

Alejandro Montes

ELAC

has successfully completed training in CFC-12  
refrigerant recycling and service procedures offered by  
the Mobile Air Conditioning Society Worldwide,  
as required by Section 609 of the Clean Air Act.

MACS • Phone (215) 631-7020 • Fax (215) 631-7017

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
EAST LOS ANGELES AND WILLOWBROOK**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
3	Empire Transportation, Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A
4	MV Transportation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR EAST LOS ANGELES AND WILLOWBROOK**

<b>FIRM INFORMATION*</b>		Empire Transportation, Inc.	MV Transportation, Inc.
<b>BUSINESS STRUCTURE</b>		Corporation	Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>	<b>NUMBER / % OF OWNERSHIP</b>
<b>OWNERS/PARTNERS</b>	Black/African American	0	17/21.6%
	Hispanic/Latino	2/100%	7/18.96%
	Asian or Pacific Islander	0	2/5.42%
	American Indian	0	1/2.7%
	Filipino	0	2/5.42%
	White	0	74/45.9%
	<i>Female (included above)</i>	1/30%	37/21.6%
	<b>NUMBER</b>	<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American	3	149
	Hispanic/Latino	10	130
	Asian or Pacific Islander	0	26
	American Indian	0	2
	Filipino	0	24
	White	0	222
	<i>Female (included above)</i>	3	216
<b>STAFF</b>	Black/African American	109	5,698
	Hispanic/Latino	119	4,584
	Asian or Pacific Islander	6	914
	American Indian	1	43
	Filipino	4	527
	White	70	3,435
	<i>Female (included above)</i>	138	6,102
Total No. of Employees		322	15,754
<b>COUNTY CERTIFICATION</b>			
CBE		N/A	N/A
LSBE		N/A	N/A
<b>OTHER CERTIFYING AGENCY</b>		Y SCMSDC	N

\*Information provided by proposers in response to the Invitation for Bids. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**Bid Detail Information**

**Bid Number :** PW-AED965

**Bid Title :** RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** BUS - TRANSIT (COACH-MINI) CONVENTIONAL

**Open Date :** 5/2/2016

**Closing Date :** Continuous

**Bid Amount :** \$ 0

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for fixed route and Dial-A-Ride transit services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/aed/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

1. Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies). Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.
2. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections or passed all reinspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the proposer has not performed services in California, the proposer must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.

Once the need to utilize the contractors' services is identified, Public Works will send out an Invitation for Bids to all contractors in the qualified list with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, May 17, 2016, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

This RFSQ process may take several weeks to process before a Qualified Contractors list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than Tuesday May 31, 2016, at 5:30 p.m.

Proposers who attended the Proposers' Mandatory Conference but miss the above deadline may not submit Statement of Qualifications until January 2, 2017. No SOQ will be accepted without verification of the proposer attending the Mandatory Conference as stated above. SOQ's received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier's office time stamp.

**Contact Name :** Eric Fong