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

GAIL FARBER, Director

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

May 31, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 May 31, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AWARD OF CONTRACT FOR
WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE IN THE
UNINCORPORATED COUNTY COMMUNITIES OF ATHENS,
FLORENCE-FIRESTONE-WALNUT PARK, RANCHO DOMINGUEZ,
AND ROSEWOOD WILLOWBROOK
(SUPERVISORIAL DISTRICTS 1 AND 2) (3 VOTES)

SUBJECT

This action is to award a contract for Willowbrook, et al., Dial-A-Ride Service in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, and Rosewood Willowbrook.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.

2. Find that this service can be more economically performed by an independent contractor than by County of Los Angeles employees.

3. Award the contract for Willowbrook, et al., Dial-A-Ride Service in the sum of $908,568 for a three-year term at an annual sum of $302,856, which includes $25,000 for major vehicle repair work to County provided service vehicles and $23,000 for potential increased demand in service and ridership performance incentives, if necessary, and direct the Mayor to execute the contract with MV Transportation, Inc. This contract will be for a period of three years, commencing on July 1, 2011, or upon execution by both parties, whichever occurs last, with two 1-year renewal options and

a month-to-month extension up to six months for a potential maximum total contract term of 66 months and a potential maximum sum of $1,665,708.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to allow monthly fuel cost adjustments in accordance with the contract.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, MV Transportation, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for Willowbrook, et al., Dial-A-Ride Service to continue providing shuttle service in the unincorporated County communities of Athens, Florence-Firestone-Walnut Park, Rancho Dominguez, and Rosewood Willowbrook. The Department of Public Works (Public Works) has contracted for this service since 1982.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract sum is $908,568 for a three-year term at an annual sum of $302,856, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract and monthly fuel cost adjustments in accordance with the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor and includes an additional $25,000 per year for major vehicle repairs (e.g., transmission or engine) to County-provided service vehicles and $23,000 for potential increased demand in service and ridership performance incentives, if necessary.

Public Works successfully negotiated with the contractor to reduce their County-owned vehicle hourly rate from $46.71 to $46.36 and Contractor-owned vehicle hourly rate from $50.47 to $50.12, an estimated annual savings of $1,890, without adding extension years or reducing service.

The necessary funds are available in the First and Second Supervisorial Districts' Proposition A Local Return Transit Programs and included in the recommended Fiscal Year 2011-12 Transit Enterprise Fund Budget. Funds to finance the contract's option years, including 10 percent

additional funding for contingencies and fuel adjustments, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is MV Transportation, Inc., located in Fairfield, California. This contract will commence on July 1, 2011, or upon execution by both parties, whichever occurs last, for a period of three years. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for two 1-year renewal options and a month-to-month extension up to six months for a potential maximum total contract term of 66 months.

The contract has been executed by MV Transportation, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Public Works has evaluated and determined that Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to this contractor due to contractor having an existing Collective Bargaining Agreement (CBA) with Teamsters Local 848 that expressly supersedes all provisions of the Program.

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.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

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.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is qualified for Living Wage exemption due to an existing CBA with Teamsters Local 848.

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

This Proposition A contract does not allow cost-of-living adjustments for the two option years. However, this contract does contain a provision for monthly fuel cost adjustments.

The recommended contractor signed a Displaced Transit Employee Declaration that states that the contractor 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.

ENVIRONMENTAL DOCUMENTATION

This service is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA), 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

On November 16, 2010, Public Works solicited proposals from 161 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On January 10, 2011, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposer was disqualified for not meeting the minimum requirements of the RFP. The remaining three proposals having met these requirements were then evaluated by an evaluation committee consisting of staff from Public Works and the Department of Beaches and Harbors. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan/quality assurance program, financial resources, references, demonstrated controls over labor/payroll record keeping, and equipment utilizing the informed averaging methodology, where applicable. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, MV Transportation, Inc.

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. MV Transportation, Inc., employed approximately 4,987 employees in California. In the last three years, four claims for a total of $27,657.09 were recorded with the State Division of Labor Standards Enforcement for Labor Law violations, resulting in an average of $1.85 per employee per year. The County Labor Law Assessment Team (Assessment Team) reviewed these findings and determined that the reported Labor Law violations did not show a pattern by the contractor to intentionally violate State Labor Laws, and that based on the number of employees employed by the contractor and the payout of the violations, the violations for MV Transportation, Inc., appear insignificant. However, the contractor did not accurately self-report all Labor Law violations. Therefore, in accordance with the Assessment Guidelines, the Assessment Team recommended a 1 percent deduction to the recommended contractor's evaluation score. Public Works did assess the 1 percent deduction and found MV Transportation, Inc., to be the highest-rated, responsible, responsive, and lowest-cost proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract 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 letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

GAIL FARBER
Director

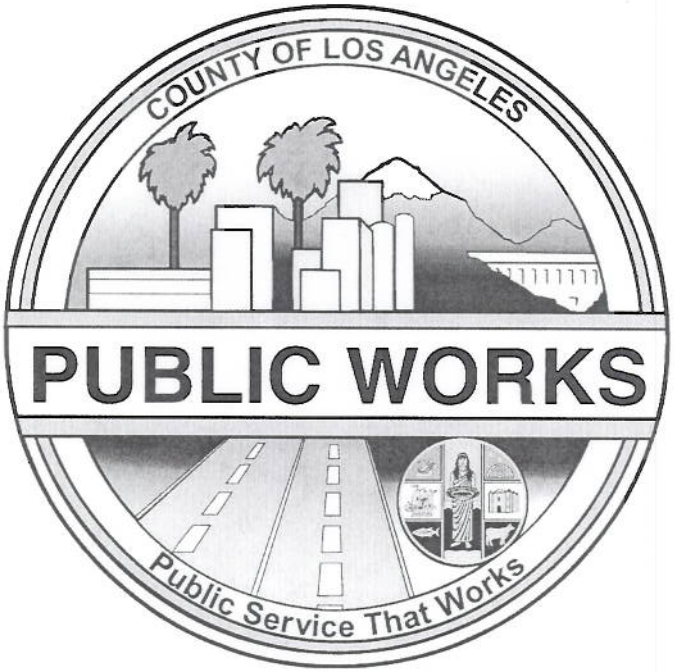
GF:GZ:cg

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Office of Affirmative Action Compliance (w/o enc.)

ENCLOSURE A

BOARD EXECUTE

Agreement



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BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE (2010-PA027)

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EXHIBIT Q Controlled Substance and Alcohol Testing Program Form
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EXHIBIT S Fuel Price Adjustments

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AGREEMENT FOR

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

THIS AGREEMENT, made and entered into this 31st day of May, 2011, 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 Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 10, 2011, 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, Scope of Work; 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, Service Requirements; Exhibit G, Paratransit Service Area Maps; Exhibit H.2, County-Provided Service Vehicles; Exhibit I.1, Contractor-Provided Service Vehicles Requirements; Exhibit J, Vehicle Appearance/Cleanliness Checklist, Exhibit K, Driver's Daily Vehicle Report; Exhibit L, Preventative Maintenance; Exhibit M, Daily Transportation Trip Sheet; Exhibit N, County Report of Vehicle Accident or Incident; Exhibit O, NTD Monthly Ridership Form (Form MR20); Exhibit P, Controlled Substance and Alcohol Testing Program; Exhibit Q, Controlled Substance and Alcohol Testing Program Form; Exhibit R, Transit Security Plan; Exhibit S, Fuel Price Adjustments; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, 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 (Director), to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed $302,856, which includes $25,000 for major vehicle repair work to County-provided service vehicles, and $23,000 for potential increased demand in Service and performance incentives, if necessary, or such greater amount as the Board may approve (Maximum Contract Sum).

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FOURTH: This Contract's initial term shall be for a period of three years commencing on July 1, 2011, or upon execution by both parties, whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended 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. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

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:

County of Los Angeles Department of 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.

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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. 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 adjustments shall be granted for the optional renewal periods.

ELEVENTH: The Director may adjust 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 Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at http://www.eere.energy.gov/afdc/price_report.html for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of the contract 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 5 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. A sample calculation is included in Exhibit S. 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 usage and 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.

TWELFTH: 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.

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

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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.

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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 Mayor 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 Mike Antonovich
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

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MV TRANSPORTATION, INC.

By _____
Its ~~President~~ CFO

BRAD CORNELSEN
Type or Print Name

By _____
Its ~~Secretary~~ DIRECTOR, CONTRACTS

DANIEL LEE
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 MAY 31 2011

Sachi A. Hamai
SACHI A. HAMAI
SECRETARY

P:\aspub\CONTRACT\Eric\Willowbrook\2010\AWARD\6 AGREEMENT COUNTY CHAIR EXECUTE 062409.doc

ACKNOWLEDGEMENT FORM and Requirements

1. Signer must personally appear before the Notary.
2. Signer must be positively identified by the Notary.
3. Signer must acknowledge having willingly signed the document.
   (An Acknowledgement does NOT have to be signed in the Notary's presence, provided the document signer appears before the Notary and acknowledges that he/she signed it.)

State of Iowa
County of Shelby

This instrument was acknowledged before me on April 15, 2011.

By Brad Cornelsen and Daniel Lee.
Name(s) of Person(s)

My commission expires on 8 day of May, 2012.

Melissa Vanderg
Signature of Notary

NOTARIAL SEAL IOWA
MELISSA VANDERHOOF
COMMISSION NUMBER 758227
MY COMMISSION EXPIRES
May 8, 2012

SCOPE OF WORK

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

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Ann Meiners of the Programs Development Division, who may be contacted at (626) 458-3959, e-mail address: ameiners@dpw.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 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 (Service). This Service will provide residents of these areas with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined three-mile service area. The service area is defined in Exhibit F, Service Requirements, and Exhibit G, Paratransit Service Area Maps.

C. 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 response 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 only to the general policies and direction of the County with regard to management and operations and 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 vehicles; assisting in public relations, promotions, and patron complaints; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all Service vehicle operators, 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 F, Service Requirements, and Exhibit G, Paratransit Service Area Maps. If Contract Manager determines that Service may be improved by revisions to scheduling, 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 reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss of profits or otherwise, should the County fail to determine a need for services under this Contract.

D. 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 four revenue Service vehicles as described in Exhibit H, 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 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, 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. 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, 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 Director. 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, 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 Director'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.

County Service Vehicle 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 be aware of California VC Section 23123, which has been revised in accordance with the Hang-Up-and-Drive Bill, adopted by the Legislature in 2006 and approval on September 15, 2006, by the Governor.

Contractor shall provide adequate two-way radio communication 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. All spare and substitute Service vehicles shall be equipped with a two-way communication dispatch system. 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.

Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number (323) 563-5653.

4. 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 comprehensive and integrated dispatching software (e.g. "Trapeze"). This software shall:
    - Take inputs (pick-up locations) and provide the optimal routes with schedules, based on available vehicles.

- Dynamically adjust with changes or new inputs (new pickups, cancellations, etc.)
- Provide management/performance reports.

- Mobile Data Terminals (MDT) to 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.

- 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 MDTs 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 MDTs and GPSs 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 MDTs and GPSs by the deadline may be grounds for the immediate termination of the Contract at the Director's discretion based upon progress made to date.

5. Automated Vehicle Locator (Global Positioning Satellite) Devices

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

6. 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.

7. Office Staff Computer Skills

The Contractor shall ensure that staff assigned to this Contract are familiar with three 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.

8. 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.

9. 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.

10. County Telephone Number

The Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number, (323) 563-5653.

E. 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, perform component adjustments, and 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

F. <u>Service Vehicle and Equipment Maintenance</u>

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 of the Contract for default. 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 as described in Exhibit J, Vehicle Appearance/Cleanliness Checklist used in this Service. 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 Pretrip and Post trip Service Vehicle Inspection and Servicing

Prior to being placed in Service each day, each Service vehicle shall receive a daily pretrip inspection by the operator. At the end of each day, each Service vehicle shall receive a daily post trip inspection by the operator.

The daily pretrip and the post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of Service vehicles. Daily pretrip 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 pretrip 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, 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 L, 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 Regulations, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each Service vehicle is required to be available to be inspected annually by Contract Manager and/or by the CHP. 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 advise Contract Manager upon doing so.

G. 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.

H. 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.

I. Rates and Compensation

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 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. It shall be based upon the hours determined by Contract Manager, as needed, to provide the Service described in Exhibit F, Service Requirements.

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 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, based upon the hours as determined by Contract Manager, as needed, to provide the Service described in Exhibit F, Service Requirements.

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 F, Service Requirements, the Revenue Hours between those jurisdictions shall be prorated as follows: the County's share of the 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 Revenue Hours the Contractor-Provided Service Vehicle(s) were transporting the County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of 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 Rate for the term of this Contract is reflected in Form PW-2, Schedule of Prices.

5. Fuel Cost Adjustment Mechanism

In addition to items 1, 2, and 3, stated above, Contract Manager may adjust ten percent of the hourly rate of compensation in accordance with Paragraph eleven of the Agreement (see page 2) and Exhibit J.

J. 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 makes 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/decaling 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/decaling.

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 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

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 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

K. 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

L. 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 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. Project Manager shall have an e-mail address and access to a computer during Service hours and shall be able to use Microsoft Word and Excel software.

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.

3. 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 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 cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

4. 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 pretrip 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.

5. 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.

6. 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 preparing National Transit Database (NTD) reports

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.

7. 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.

8. 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."

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 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 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.

9. 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.

Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps 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 are Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake 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 Transit Bus, Truck or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test 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, one member of the Contractor's maintenance staff assigned to this Contract must be Mobile Air Conditioning Society (MACS), Section 609 Refrigerant Recycling and Recovery Certified or the equivalent ASE vehicle air conditioning system certification in the medium/Heavy Duty Truck, School Bus, or Transit Bus Test Series.

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

M. 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.

N. 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.

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 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 two and one-half passengers per hour (total revenue passengers/total 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 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 60 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.

O. <u>Operation During a Declared Emergency</u>

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.

P. 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.

Q. 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 or termination 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. 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 M, 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. Service Reports

Contractor shall submit to the County a report indicating the actual number of Revenue Hours, revenue miles, total Service vehicle hours, total Service vehicle miles operated, and fuel used (type and amount per Service vehicle).

This report shall also include a list of trip requests that were turned down and shall include the following: date, patron's name, phone number, and reason for the turn-down.

c. On-Time Service Report

Contractor shall maintain a report for on-time performance. The report shall include at a minimum a trip by trip Service vehicle dwell time and on-time performance. This 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. 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 maintain 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, 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.

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.

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 and the Service vehicle number.

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 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 N, County of Los Angeles Department of Public Works Report of 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, etc.).

l. National Transit Database (NTD) Reports

The Contractor will be required to collect NTD data/reports electronically and to provide those reports to both the County and the Los Angeles County Metropolitan Transportation Authority (LACMTA). Contractor is responsible to prepare and submit the following NTD data/reports:

i. Monthly NTD Reports: Contractor shall prepare and submit Form MR-20 (Exhibit O) on a monthly basis no later than the 25th day of the following month. This report includes, but is not limited to, ridership, hours, miles, number of Service vehicles, safety/security, and gallons of fuel consumed.

ii. Annual NTD Reports: Contractor shall submit to County an annual report in accordance with Federal Transit Administration NTD Guidelines, as amended, no later than July 7th, one week after the end of each fiscal year, or as directed by County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may call LACMTA at (213) 922-2864. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County. The annual report shall pass the required annual audit by LACMTA (i.e. no re-audit necessary).

Contractor shall maintain and make available, for a minimum period of three years after Contract expiration/termination, to County, and or appropriate agencies, records and backup information pertaining to the annual NTD reporting.

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.

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 L. 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.

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.

R. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit P, 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". Contractor's policies may supersede policies specified in Exhibit P only when they can be shown to County's satisfaction to be more stringent. County will not indemnify Contractor for disciplinary actions imposed that exceed those specified in Exhibit P.

Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit P. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

S. Utilities

The County will not provide utilities.

T. Removal of Debris

All debris derived from these services shall be removed from Public Works 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.

U. Transit Security Plan

Subsequent to the events of September 11, 2001, the safety and anti-terrorist preparations on public transit systems have become of a much greater concern than in prior years. It is critical to integrate security throughout every aspect of County's public transit programs, operations, and infrastructure. Accordingly, the Contractor is required to submit a written Transit Security Plan before Service begins.

Based on the Homeland Security Presidential Directive 3, the Federal government has implemented a color code warning system that will alert the public to the anticipated level of terrorist threat should they be aware of such a situation. Additionally, the Federal Transit Administration (FTA), in response to the Office of Homeland Security, has undertaken a series of major steps to help prepare the transit industry to counter terrorist threats by providing direct assistance to transit agencies throughout various on-site programs. FTA's website (http://transit-safety.volpe.dot.gov) contains the background of this program and information to assist transit agencies in developing their Transit Security Plans.

The Transit Security Plan shall meet the TSA/FTA's Security and Emergency Management requirements as indicated in the TSA website www.tsa.gov.assets/pdf/mass_transit_action_items.pdf.

The Contractor is also encouraged to refer to the Federal Transit Administration's "Transit Agency Security and Emergency Protective Measures" report available on the FTA website (http://transit-safety.volpe.dot.gov/publications/security/ProtectiveMeasures/PDF/ProtectiveMeasures.pdf). This document has been developed by the Federal Transit Administration, in consultation with the Department of Homeland Security's Transportation Security Administration and Office of Grants and Training and the American Public Transportation Association. It replaces the prior document entitled, Federal Transit Administration Transit Threat Level Response Recommendation. This document provides a more comprehensive systems approach and framework for a transit agency to use in integrating its entire security and emergency management programs with the Department of Homeland Security Homeland Security Advisory System's five color-coded graduated threat conditions. In addition, this document provides protective measures to be implemented in the event of an attack or active incident and during the recovery phase following an incident.

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 approved Transit Security Plan will be attached as Exhibit R.

V. 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.

W. Nonconflict/Compliance 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, DOT, or other applicable laws, rules, regulations, directives, or ordinances.

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. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

X. 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 L.9, Maintenance Personnel.

At least one of the Contractor's Maintenance Technicians assigned to this Contract 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.

1. Incentives

The following incentives are to be applied to the Contractor when found in compliance:

Ridership Productivity

1. 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 Revenue Hours) exceeds 3 passengers per hour.

2. An incentive payment of an additional $500 for a total of $1,000 will be paid to the Contractor for each calendar month the average passenger per hour level of Service (total passengers/total Revenue Hours) exceeds 3.5 passengers per hour.

Z. Contractor's Quality Control Plan

In addition to the Quality Assurance Program submitted in the Contractor's Proposal, the Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An current 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:

1. Specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.

2. Indicate methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3. Commit to keeping 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.

4. Indicate the methods for continuing service to the County in the event of a strike involving the Contractor's employees.

AA. Responsibilities of the Contractor

Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and

supplies required in the operation of Service unless specifically identified to be contributed by County.

BB. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform 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 repair is completed by Contractor 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.

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 following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Ridership Productivity

i. In the event Contractor fails to meet the average monthly passenger per hour level of Service of 2.5 passengers per hour, Contractor may be assessed liquidated damages in the amount of $500 per month.

ii. In the event Contractor fails to meet the average monthly passenger per hour level of Service of 2 passengers per hour, Contractor may be assessed liquidated damages in the amount of $1,000 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. NTD Reports, 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.

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 L, 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 L. 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 L, 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.

l. 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. 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 bi-annually 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 E, 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 D, 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 Q, 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 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 D.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 25 percent 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 M, 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. LACMTA Re-Audit of Annual National Transit Database Report

If the Contractor's submitted annual NTD report and/or the Contractor's supporting data and record require a re-audit by LACMTA, the Contractor may be assessed liquidated damages in an amount equal to the cost charged to the County by LACMTA to perform the re-audit.

cc. 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.

dd. 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 $1000 per month.

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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 Proposals, 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.

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 and amendments. 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 1st and ending the following June 30th.

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 a solicitation document (Request for Proposals).

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

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

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 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 thirty (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. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

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 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 Employee 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 evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe 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 or 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 sub-paragraph 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 sub-paragraph, 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:

Chief, Administrative Services 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 RFP 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 (5) 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

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract who may come into contact with the public, including but not limited to vehicle operators, Road Supervisors and subcontractor employees (collectively referred to as "Public Contact Employees"):

1. Each Public Contact Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Public Contact Employees every two years and upon request of the County at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.

2. No Public Contact Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Public Contact Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor

determines that there were mitigating circumstances or that the conviction is not related to the Public Contact Employee position and that the Public Contact Employee poses no threat or risk to the County or public.

3. Disqualification of any Public Contact Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.

4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Public Contact Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

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; and

   c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify 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 Administrative Services 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.

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 10 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; and

   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. Failure to immediately report any attempt by a County officer or employee to solicit such improper consideration may itself be a basis for termination.

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; or

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, therefor, 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 rate s 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; and

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.

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, Officers, Agents, Employees and Volunteers 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. 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, 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 E 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 10 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 fifty thousand ($50,000.00) dollars, 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 non-complying 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, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP 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 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 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 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 Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

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.

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 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 (3) 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 thirty (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 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. <u>Subcontractors of Contractor</u>

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.

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 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 immediately below, 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:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

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 services to Contractor, some or all of 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 an 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 an 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. <u>Contractor's Submittal of Certified Monitoring Reports</u>

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, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. 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. <u>Use of Full-Time Employees</u>

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

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities 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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this Contract; and

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 Public Works 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; and

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 if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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 10 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

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

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-18, Displaced Transit Employee Declaration indicating that they will do so in their proposal.

B. If the Contractor has declared in Form PW-18, 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 10 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.

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Department of the Treasury
Internal Revenue Service

EXHIBIT C

Notice 1015

(Rev. December 2010)

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

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 whom 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 Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than $48,362 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 are required to give Form W-2 and do so 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 a substitute Form W-2 is given on time but 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, 2011.

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 get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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 Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

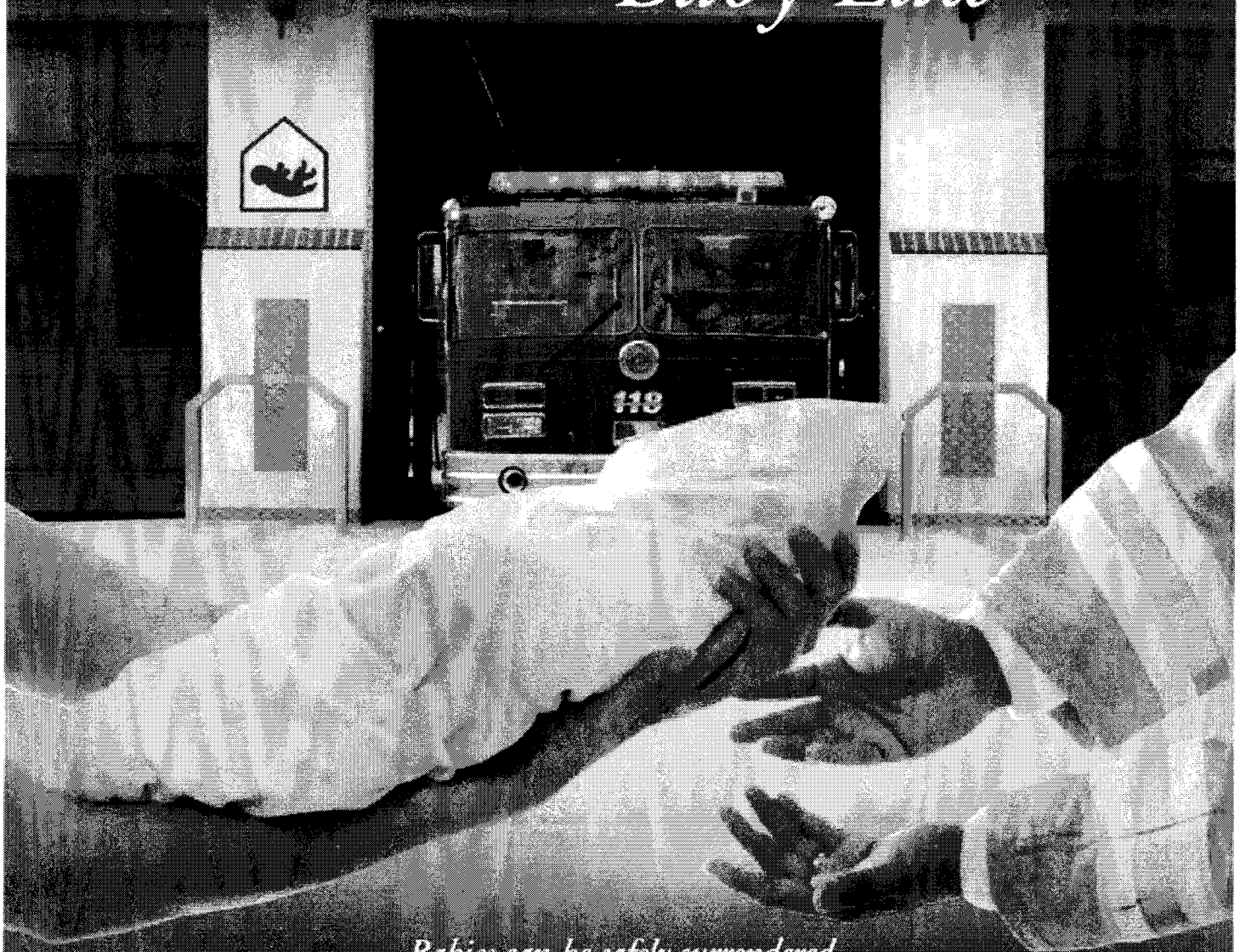
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 20599I

Printed on recycled paper

EXHIBIT D

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

EXHIBIT D

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

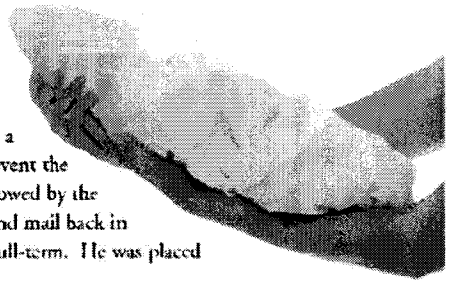
What happens to the parent or surrendering adult?

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.

EXHIBIT D

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

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
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 10 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 inter-member 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 non-agreement 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.)

EXHIBIT F

SERVICE REQUIREMENTS

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, and Rosewood-Willowbrook. Initial pick up shall occur in County unincorporated area only, identified on the maps in Exhibit G. Eligible destinations are those within the unincorporated County area identified on Exhibit G and the surrounding cities up to approximately three miles outside of the unincorporated County area boundaries identified in Exhibit G. 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.

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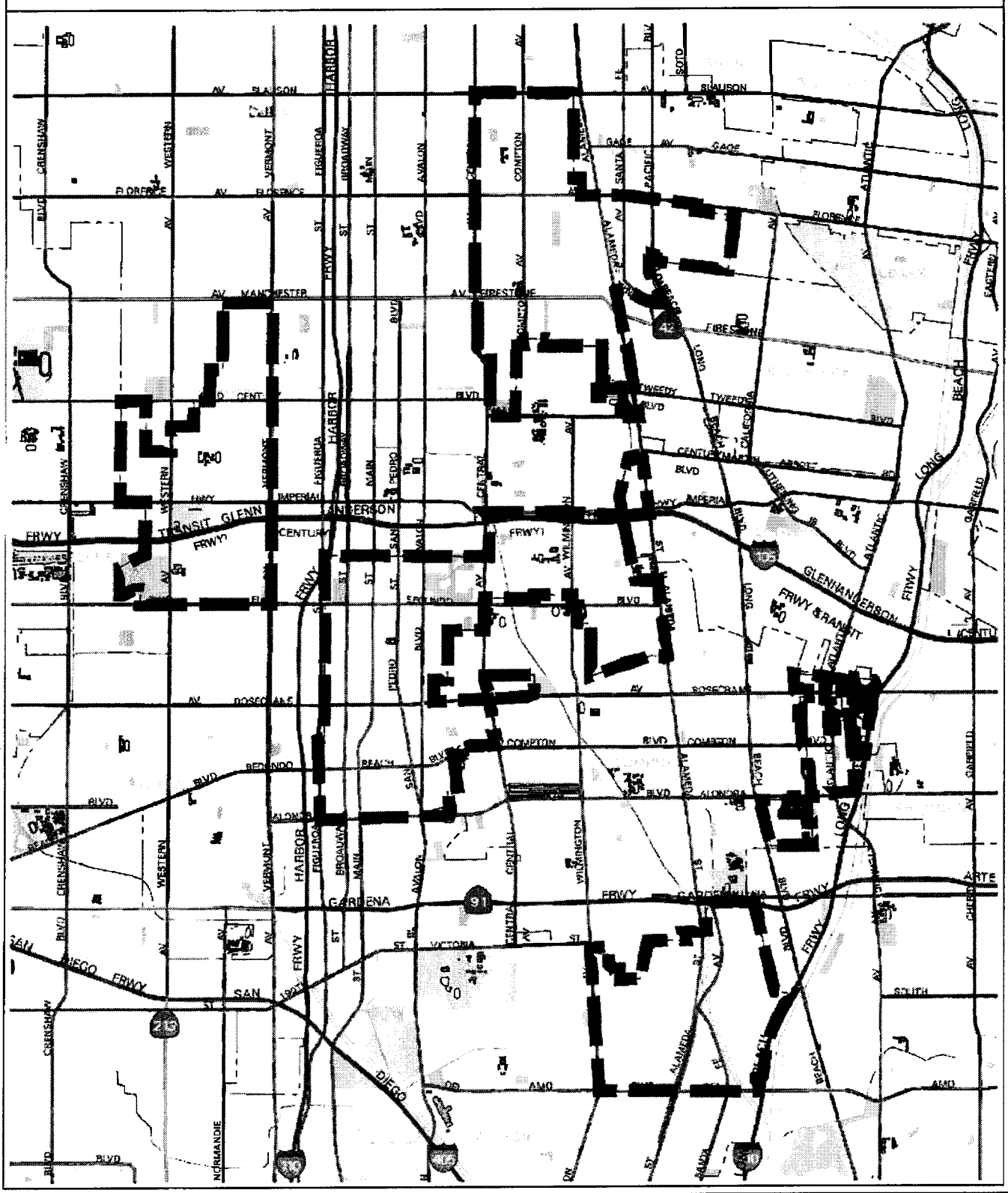
EXHIBIT G

PARATRANSIT SERVICE AREA MAPS

- WILLOWBROOK ET AL PARATRANSIT SERVICE AREA (OVER ALL)
- PARATRANSIT SERVICE AREA – ATHENS
- PARATRANSIT SERVICE AREA – FLORENCE-FIRESTONE-WALNUT PARK
- PARATRANSIT SERVICE AREA – RANCHO DOMINGUEZ
- PARATRANSIT SERVICE AREA – ROSEWOOD-WILLOWBROOK

PARATRANSIT SERVICE AREA

WILLOWBROOK, ET AL.



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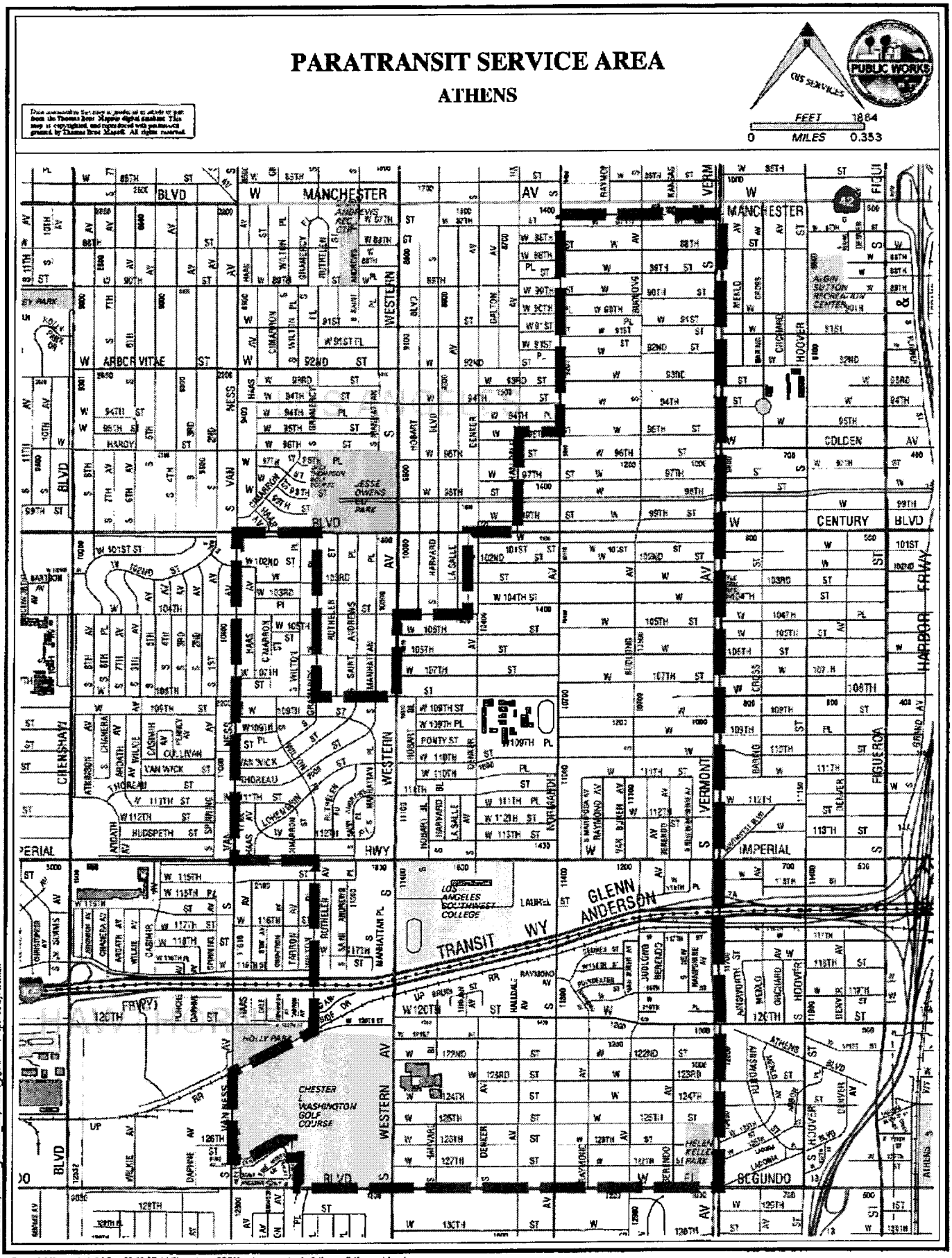
PARATRANSIT SERVICE AREA

ATHENS



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PARATRANSIT SERVICE AREA

FLORENCE - FIRESTONE - WALNUT PARK

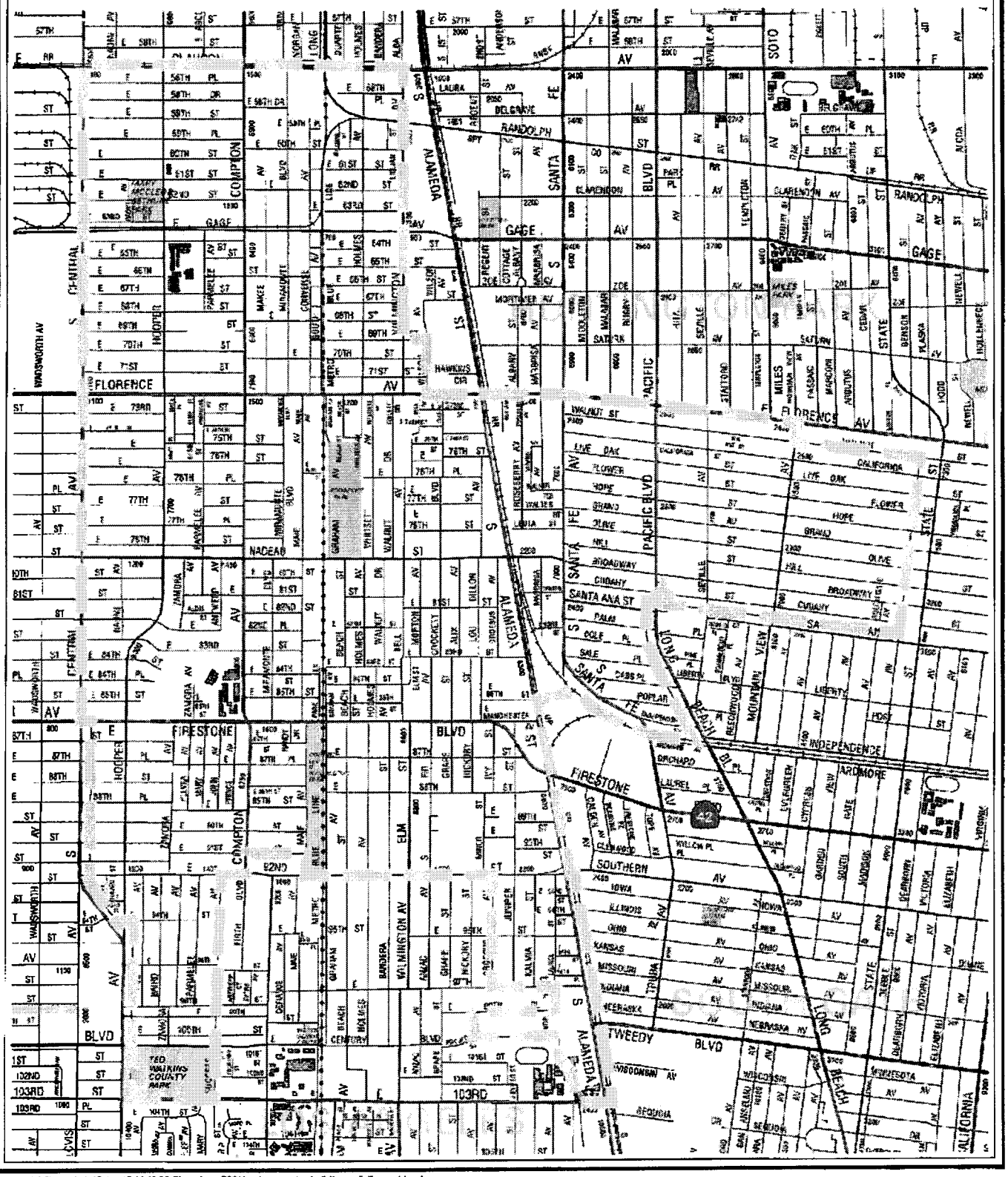

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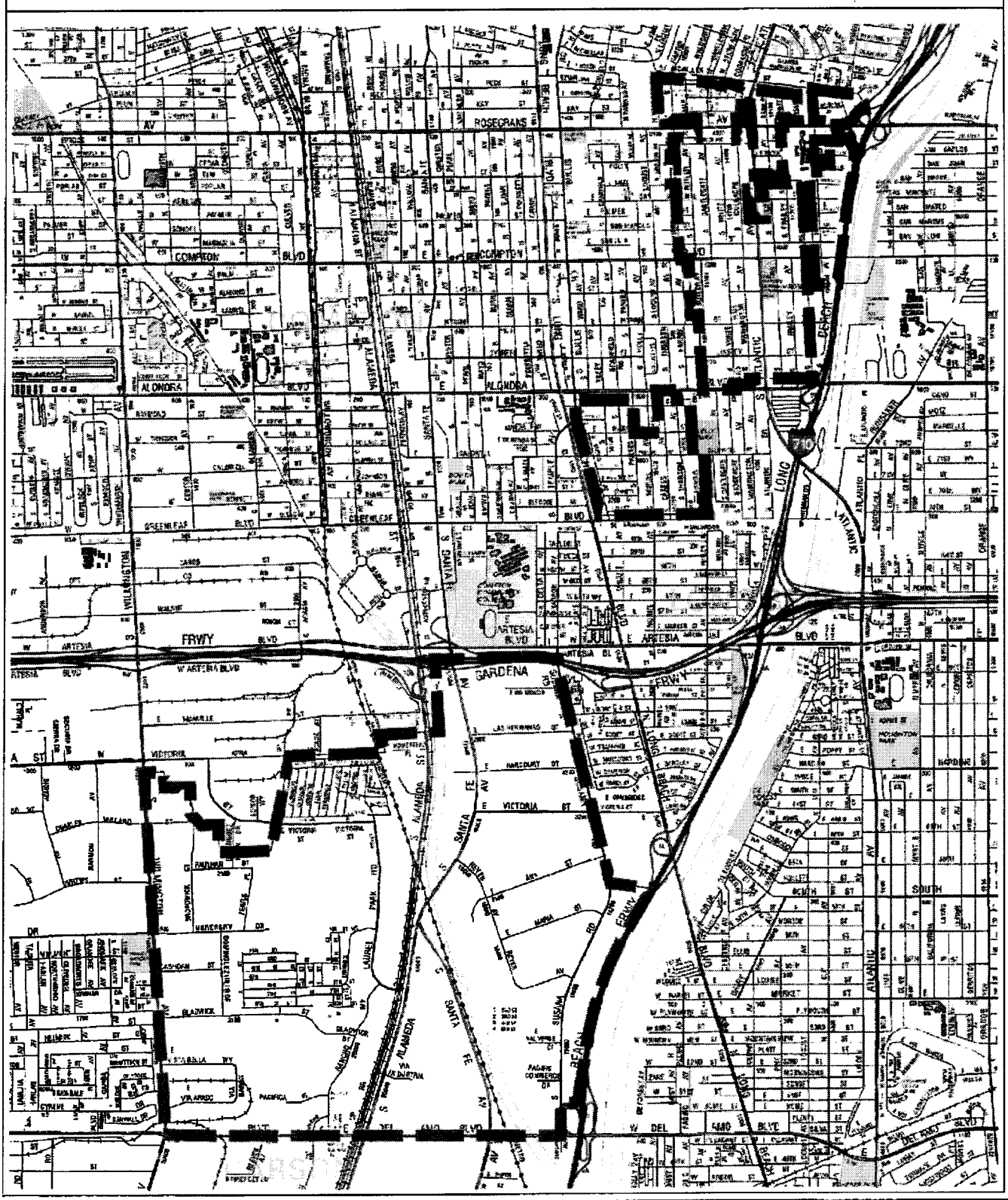
EXHIBIT G

PARATRANSIT SERVICE AREA

RANCHO DOMINGUEZ



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PARATRANSIT SERVICE AREA

ROSEWOOD-WILLOWBROOK

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GIS SERVICES

PUBLIC WORKS

FEET 2544

0 MILES 0.482

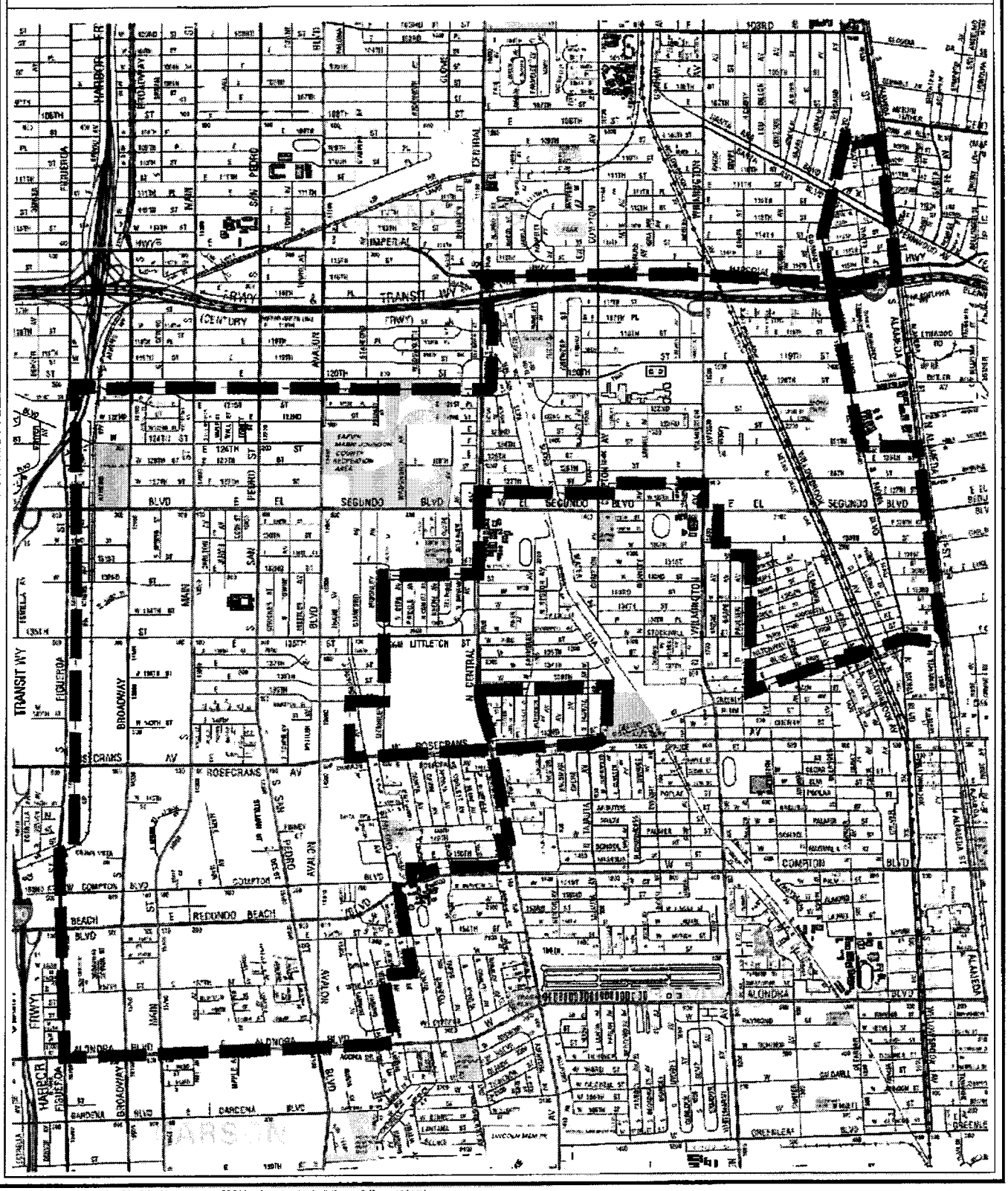

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EXHIBIT H.2

COUNTY-PROVIDED SERVICE VEHICLES

WILLOWBROOK, ET AL., PARATRANSIT SERVICE

VEHICLE	I.D.	MAKE	MODEL	YEAR	SEATING	MILEAGE	VIN #	FUEL
1	L201	CHEVROLET	GLAVAL TITAN	2010	6 and 2 wheelchairs	N/A	1GB9G5AG3A1104185	PROPANE
2	L202	CHEVROLET	GLAVAL TITAN	2010	6 and 2 wheelchairs	N/A	1GB9G5AG1A1104458	PROPANE
3	L203	CHEVROLET	GLAVAL TITAN	2010	12 and 2 wheelchairs	N/A	1GB9G5AG2A1104632	PROPANE
4	MINIVAN TO REPLACE LOST VEHICLE (DELIVERY DATE TO BE DETERMINED)							GASOLINE

NOTE: Vehicles 1 through 3 are expected to be placed into service in January 2010.

Seating Capacity: Vehicles 1 and 2 (8 ambulatory passengers or 6 ambulatory passengers and 2 wheelchair passengers); Vehicle 3 (16 ambulatory passengers or 12 ambulatory passengers and 2 wheelchair passengers)

Useful Life: Vehicles 1 through 3 have a useful life of 7 years. The minivan will have a useful life of 5 years.

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 such as a Chevy Venture, or approved equivalent with a County-approved wheelchair ramp
- Cutaway-type Vehicles, Type 2 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
- 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
- Ricon model S-2005 or an approved equivalent with 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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EXHIBIT J

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

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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 _____	_____	

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EXHIBIT L

PREVENTIVE MAINTENANCE

INTRODUCTION

The 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 and Service Vehicles pursuant to this Contract.

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by their Original Equipment Manufacturer(s) (OEM). The Service provisions below represent the County's recommended preventive maintenance schedule. If OEM's preventive maintenance schedule is more stringent than the County's, the Contractor shall follow the OEM's recommendations. If County's recommended preventive maintenance schedule is more stringent than the OEM's, the Contractor shall verify with the County as to which recommended preventive maintenance frequency is acceptable prior to deviating from the County's recommendations. Adherence to a preventive maintenance schedule shall not be regarded as cause for deferred repairs. Non-safety repairs may be scheduled and must be made within one week of being identified.

SECTION 1. SERVICE PROVISIONS

The Preventive Maintenance Inspection (PMI) services to be provided by the Contractor shall consist of levels hereinafter referred to as "DVIR," "I," "J/A," "B," and "C" PMI Services. These inspections shall be conducted at vehicle mileage or time intervals as described herein.

A. PMI Service Sequencing

1. Daily Vehicle Inspection Report (DVIR) is a legally required document prepared each day by the Service Vehicle operator regarding the Service Vehicle operated. Copies are to be retained by the Contractor. Any and all repairs identified shall be documented.

2. "I" inspections occur a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated Service Vehicle condition and/or reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance or repairs performed.

3. "J/A" inspection occurs every 30 days regardless of mileage. The "J/A" service occurs as part of every "B," and "C" Service inspection.

4. "B" service occurs every 24,000 vehicle miles or 8 months, whichever occurs first. "B" service occurs as part of every "C" Service inspection.

5. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.

6. PMI service sequencing (repeats each 48,000 miles).

PMI Service	SERVICE Miles	Or Maximum Days	Joint PMI Services
DVIR	N/A	Daily	
I	N/A	Weekly	
J/A	3,000	30 Days maximum	
B	24,000	240 Days maximum	I and J/A
C	48,000	480 Days maximum	I, J/A and B

DVIR – Daily Pre-Trip Inspection by operator

B. Inspections/PMI Services

1. Daily Pre-Trip and Post-Trip Vehicle Inspection Report (DVIR)

Contractor shall ensure that their Service Vehicle operators perform the DVIR in accordance with all legal requirements including 13 CCR Section 1215(a) and California Vehicle Code Sections 34500 to 34520.5.

Contractor's Service Vehicle operators shall conduct the mandatory "Pre-Trip" and "Post-Trip" inspections of their assigned Service Vehicle prior to, and immediately after, operating the Service Vehicle on a given day. These inspections must be performed each day the vehicle is used. The DVIR report must be signed by the assigned Service Vehicle operator of the Service Vehicle. The DVIR report is required as a matter of record, whether or not any defects are found. When defects are identified and listed, the DVIR must be routed to the Contractor's Repair Facility. The Contractor must maintain and retain these inspection/service records as required by law.

These Pre-Trip and Post-Trip inspections are both a maintenance inspection and an operational inspection of the Service Vehicle by the operator. Further details of the DVIR inspection are set forth in Exhibit A, Scope of Work; Section F, Service Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section Q, Service Records and Reports; Subsection 2.e, Daily Pre-Trip and Post-Trip Service Vehicle Inspection Reports.

2. The Contractor shall perform the PMI service level "I" in accordance with all legal requirements including 13 CCR Section 1234(f) and California

Vehicle Code Sections 34500 to 34520.5. The inspection must be a matter of record. The "I" inspection is to be performed at least every 7 calendar days utilizing qualified and Automotive Service Excellence (ASE) certified maintenance personnel. PMI service Level "I" shall include, but is not be limited to the following:

- Inspect engine accessory drive
- Inspect, measure and record drive belts condition and belt tension
- Inspect the engine and accessories for leaks
- Check and top up engine oil level
- Check and top up engine coolant level
- Check and top up transmission fluid level
- Check and top up power steering and master brake cylinder (if equipped with hydraulic brakes)
- Check all directional signals and flashers
- Check headlights, marker, stop, turn, tail lamps, and reflectors
- Replace lights, lens, and/or reflectors as necessary
- Check and replace interior lights and lens as necessary
- Check brake operation
- Check parking brake operation and condition
- Check the functioning of instrument cluster gauges and warning lights
- Check tire pressure and adjust to specification
- Check tire tread, remove debris, and check for damage and uneven wear
- Check tires for sidewall damage
- Inspect wheels and fasteners
- Check for wheel bearing oil or grease leaks
- Check horn operation
- Check "back-up" alarm and safety device operation
- Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s) and wheel chair tie downs and record
- Check operation of all doors
- Check wheelchair lift operation
- Check wheelchair lift interlock operation
- Check operation of all emergency escape windows and alarms
- Check windshield wiper and windshield washer operation
- Check and record AC system operation effectiveness
- Check under vehicle for any fluid leaks
- Check cleanliness of the vehicle's exterior and note any body and/or decal damage
- Check cleanliness and condition of vehicle interior

Plus other additional items deemed appropriate.

3. The Contractor shall perform the PMI service level "J/A" in accordance with all legal requirements including 13 CCR Section 1232(b). The inspection must be a matter of record.

   The "J/A" inspections are to be performed simultaneously at least every 30 calendar days. These services shall include but are not limited to the following items:

   - Change engine oil
   - Replace engine oil filter(s)
   - Check, adjust, and record engine idle speed
   - Check engine throttle linkage operation
   - Check transmission fluid level
   - Pressure test radiator and radiator cap
   - Check and record coolant percentage, protection, and condition
   - Clean radiator of bugs and debris
   - Check or inspect all hoses and lines for condition
   - Inspect accessory and drive belts for condition
   - Measure belt tensions and record
   - Inspect and lubricate chassis, front and rear suspension components
   - Inspect shock absorbers for damage or leaks
   - Inspect suspension
   - Lubricate front axle spindles
   - Check and tighten spring axle bolts as necessary
   - Check exhaust system for damage and/or leaks, and correct deficiencies
   - Inspect steering box and steering box mounting
   - Inspect and lubricate steering u-joints
   - Check steering linkage for wear or damage
   - Lube steering linkage
   - Road test for steering and suspension condition
   - Inspect brakes for operation
   - Check brake fluid level or test air brake system
   - Check disc brakes for wear and record percentage of remaining pad and/or lining
   - Adjust brakes as necessary
   - Inspect brake system for leaks, check air or brake fluid levels
   - Check and service slack adjusters (if equipped with air brakes)
   - Check and adjust parking brake, as needed
   - If equipped with air brakes, check, clean or replace air compressor filter
   - Inspect and lubricate driveline and u-joints

- Check differential oil level
- Inspect vehicle safety devices and/or equipment
- Inspect vehicle wiper/washer operation and fluid level
- Check battery mounting and hold down(s)
- Check battery terminals and clean or replace as necessary
- Load test battery(s) and record reading
- Check and record battery(s) specific gravity
- Clean battery surface and terminal connections
- Check battery water level
- Check accessory drive belt tension, measure, record and adjust as necessary
- Inspect accessory drive belts for wear and tension; record result and adjust as necessary
- Inspect tires and rims, for damage, wear, cracks, missing lug nuts, broken studs, etc.
- Inspect tires, for damage, wear, and/or debris; if irregular wear present, perform alignment
- Measure and record tire tread depth (including spare tire)
- Check and record tire pressures (including spare tire)
- Torque and record tire bolt mounting
- Inspect exterior lamps for operation
- Inspect exterior mirrors and check operation
- Inspect interior lamps for operation
- Inspect dash panel and check 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 and lubricate door hinges, pins and/or bushings
- Inspect wheelchair lift for operation and adjustment; including interlock device
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode
- Clean and lubricate wheelchair lift
- Inspect window glazing and windows for operation and/or cracks
- Operate emergency escape windows and test alarm
- Inspect seats for damage, soiling
- Inspect floor covering and step treads for damage
- Test and record HVAC - Measure and record A/C output temperature front and rear
- Clean immediate area surrounding rear heater unit
- Inspect fire extinguisher
- Inspect other vehicle safety devices/equipment

- Inspect wiper, washer operation, fluid level

Plus other additional items deemed appropriate.

Note: "A/J" inspection/service repeats with each "B" and "C" service inspection.

4. "B" inspection/service (24,000 miles/8 months) includes but is not limited to the following items:

   - "A/J" inspection;
   - Engine fuel filter, replace (primary)
   - Engine fuel filter, replace filter element (secondary)
   - Replace engine air filter
   - Replace spark plugs (non-diesel powered engines)
   - Replace transmission filter and fluid
   - Replace power steering fluid and filter
   - Balance and rotate tires
   - Perform a full "four wheel" alignment
   - Replace brake fluid (hydraulic)
   - Replace air dryer filter (air brakes)
   - Repack front wheel bearings
   - Check all fuel lines for leaks
   - Check fuel line attachment points to chassis
   - Inspect tank and lines for damage, fractures, and/or rust
   - Check fuel tank valves and fittings for leaks and operation
   - Check spark plugs for excessive gap, heavy deposits on electrodes and/or electrode damage

   Plus other additional items deemed appropriate.

5. "C" inspection/service (48,000 miles/16 months) includes but is not limited to the following items:

   - "A/J" inspection
   - "B" inspection
   - Inspect differential, change oil
   - Replace in-tank propane fuel pump filter
   - Replace in-line fuel filter
   - Inspect and replace spark plugs
   - Inspect spark plug wires

Plus other additional items deemed appropriate.

6. Every Third "C" Inspection or service (144,000 miles/48 months) includes but is not limited to the following items:

- Every third "C" inspection, replace spark plug wires with OEM spark plug wires
- Replace engine coolant
- Flush engine block
- Replace engine coolant thermostat
- Replace coolant hoses, clamps
- Replace accessory and drive belts
- Change differential oil

Plus other additional items deemed appropriate.

C. Services Not Included

The following services shall be performed as required and may or may not be part of the Contractor's regularly scheduled maintenance.

- Tire replacement
- Tire repairs
- Non-PMI, scheduled or unscheduled repairs
- Mechanical failure(s) and/or "Road Calls"
- Damage to mechanical components due to abuse, vandalism or accident
- Damage to body/cosmetic appearance
- Service Vehicle washing and cleaning (exterior and interior)
- Re-charging the fire extinguisher and/or fire suppression items or systems
- Labor and/or materials required to transport Service Vehicles for the purpose of service or repairs
- All manufacturer's recalls and/or repairs covered under warranty.

D. Parts Not Included In PMI Service
(Contractor Supplied)

The following parts shall be maintained and replaced as needed on a day-to-day basis by the Contractor's sole expense.

- Head lamps
- Clearance lamps
- Turn signal lamps
- Reflectors
- Interior lamps
- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty

- Fire extinguisher
- First Aid Kits
- Seatbelts, latches, Q-Straints, Torso Pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively-Fueled Vehicles)
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

The following parts shall be provided under either PMI Service or regular maintenance services performed by the Contractor:

Engine:	Engine oil filter(s) Air filter element Fuel filter element(s) Replacement oil Replacement coolant and filter(s)
Miscellaneous:	Power steering fluid and filter(s) Brake fluid
Transmission:	Transmission oil filter(s) Replacement oil
Differential:	Replacement oil
Wheel Bearing:	Grease seals and/or hubcaps Grease or oil
	Antifreeze Lubrication grease Silicone Battery(s) Battery water (distilled) Battery terminal spray/protectant Windshield wipers and washer fluid

Miscellaneous hoses/flex lines and washer that have a replacement requirement as part of the PMI Service schedule
Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule

Miscellaneous engine accessory drive belts as part of PMI services schedule.

The following parts shall be provided by Contractor only as part of a PMI service:

A/C Compressor lube oil and Freon #R-134a refrigerant

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing personnel and sample-taking processes that have been approved by the Contract Manager. Within one business day of taking the sample, the sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

Engine Oil: Sample requirement is one week or 500 miles prior to each "J/A" service/inspection (each oil change).

Transmission Oil: Sample requirement is one week or 500 miles prior to each "B" inspection/service, not to exceed 24,000 miles between samplings.

The Contractor shall inform the Contract Manager, at least seven calendar days in advance of the Engine Oil and Transmission Oil sampling dates. At Contract Manager's option, County personnel may be on-site to observe the Contractor's sampling procedures.

The Contractor shall provide or shall cause to have provided to the Contract Manager 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 3. RECORDS

Individual PMI Service records shall be maintained and retained by Contractor. The records shall be maintained in a manner consistent with CHP terminal inspection requirements. Records small be maintained for all "DVIR," "I," "J/A", "B," and "C" inspections and/or services plus any maintenance/repair conducted.

The contractor may be required to provide a copy of each PMI inspection/service activity to the County at the following address:

County of Los Angeles
Department of Public Works
Programs Development Division
Attention Transit Manager
P.O. Box 1460
Alhambra, CA 91802-1460

SECTION 4. TRANSFER OF COUNTY VEHICLES

EXHIBIT L

The following applies if there is a change of Contractor and if there are County Service vehicles:

- The maintenance and repair records of each County Vehicle are County property. A legible copy of all maintenance and/or repair records shall be provided by the Contractor to the County when the vehicle(s) is/are released to the new Contractor who will be providing the Service.

- The tires on each vehicle shall average a minimum tread depth of 8/32 of an inch of tread. No one tire shall have less than 5/32 of an inch of tread at any point. The tread depth of each tire will be measured at three points and averaged.

- Tires with less than 5/32 of tread depth will be replaced and the County shall deduct the cost from the Contractor's final invoice(s).

- The brakes shall have a minimum of 30% of their lining shoes or pads at each wheel position. The brake material grade shall be County-approved or as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.

- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

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DAILY TRANSPORTATION TRIP SHEET

EXHIBIT M

NAME _____ DATE _____

Metro

CITY OF _____

PAGE# _____ OF _____ PAGES VEH# _____

DRIVER HOURS/MILEAGE		TOTAL TRIPS		SERVICE TIME		SERVICE MILEAGE	
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							
MILEAGE							

SAMPLE

[redacted]

	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
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
						SUBTOTAL THIS PAGE								
						SUBTOTAL FROM FOLLOWING PAGE(S)								
						GRAND TOTAL								

DRIVER'S SIGNATURE _____

SUPERVISOR'S SIGNATURE _____

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EXHIBIT M

EXHIBIT N

COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE ACCIDENT or INCIDENT

FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY TELEPHONE TO EMPLOYEE HEALTH & SAFETY (EHS) (626) 458-2151

Prepared for County Counsel in defense of the County, Special Districts and Employees.

Employee: Complete form within 24 hours of vehicle accident 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 _____ G County Vehicle (includes veh. leased or rented by Co.) G Personal Vehicle

Last Name _____ Driver=s Lic. No. _____ Permittee G Yes G 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: _____

Accident Date: _____ City: _____ On: _____

At: _____ Or Area: _____
(Intersection or Address)

Hour: _____ AM _____ PM _____

PASSENGER

PASSENGER: County Employee? G yes G no

Name _____

Home Address _____
(Street) (City)

Phone Work: _____ Home: _____

INJURED / WITNESS

Check One: G Injured G Witness G Fatality

Name _____ Phone _____ Nature of Injury _____

Address _____ Taken to _____

OTHER VEHICLE (2)

Driver: _____
(Name) (Address) (City) (State) (Zip) (Phone)

Driver=s License No. _____ State _____ Insurance Co. _____

Policy No. _____

Employer _____
(Name of Person or Co.) (Address) (City) (State) (Zip) (Phone)

Vehicle _____ Veh. Lic. No. _____
(Year) (Make) (Model or Type) (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=s License No. _____ State _____ Insurance Co. _____

Policy No. _____

Employer _____
(Name of Person or Co.) (Address) (City) (State) (Zip) (Phone)

Vehicle _____ Veh. Lic. No. _____
(Year) (Make) (Model or Type) (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)

EXHIBIT N

Police Report G Yes G No Photographs Attached G Yes G No

Police Agency Reporting _____ Station _____

DRAW A DIAGRAM AND SHOW HOW ACCIDENT OCCURRED

INDICATE NORTH

Show your vehicle as 1 the other vehicles as 2 , 3 , 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 ACCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED G Yes G No

Was your Vehicle legally parked? G Yes G No. If No, complete items (1)-(10) at the bottom of this page.

SUPERVISOR'S REPORT OF INCIDENT; ADDITIONAL SHEETS ATTACHED G Yes G No

ITEMS

(1) MOVEMENT

1 2

____ ____ Straight Ahead
____ ____ Lane Change
____ ____ Making Right Turn
____ ____ Making Left Turn
____ ____ Standing
____ ____ Parked
____ ____ Backing
____ ____ Rolling Back
____ ____ Moving Unattended

(2) TRAFFIC CONTROLS

____ ____ None Present
____ ____ Green Signal
____ ____ Yellow Signal
____ ____ Red Signal
____ ____ Flashing Signal
____ ____ Stop Sign
____ ____ Warning Sign
____ ____ Construction Sign
____ ____ Other

(3) AMOUNT OF TRAFFIC

____ No Other
____ Light
____ Medium
____ Heavy-Flowing
____ Congested

(4) TERRAIN

____ Level
____ Upgrade
____ Downgrade
____ Hill Crest
____ Dip

(5) ROAD SURFACE

____ Concrete
____ Asphalt
____ Oiled/Gravel
____ Unpaved
____ Other

(6) VISIBILITY

____ Good
____ Fair
____ Poor
____ Very Poor

(7) WEATHER

____ Clear
____ Rain
____ Fog
____ Dusty
____ Snow
____ Heavy Smog
____ Other

(8) ROAD CONDITION

____ Dry
____ Wet
____ Muddy
____ Snowy or Icy

(9) EVASIVE ACTION by Co. Driver

____ Locked Brakes
____ Hard Brakes
____ Slowed/Stopped
____ Steered Away
____ Accelerated
____ None
____ Other

(10) SAFETY BELTS

____ 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 EAD OR AUTH.REPRESENTATIVE NAME (PRINT) SIGNATURE DATE

MR-20 MONTHLY RIDERSHIP FORM FOR LACMTA CONSOLIDATED NTD REPORT (#9166) FOR FY 2010-11

EXHIBIT O

Agency

Mode MB

Month	RIDERSHIP INFORMATION (MR-20) Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	MECHANICAL SYSTEM FAILURES (R-20) Major Incident	Non-Major Incident	SAFETY AND SECURITY *** Major Incident (Safety or Security)	Non-Major Incident Occurrences	Non-Major Incident Arrest/Citations	Fuel Consumption (R-30) Energy Type	Gallons	REPORTING DEADLINE TO MTA *Due to MTA
July '10																August 25th
August '10																September 25th
September '10																October 25th
October '10																November 25th
November '10																December 25th
December '10																January 25th
January '11																February 25th
February '11																March 25th
March '11																April 25th
April '11																May 25th
May '11																June 25th
June '11																July 25th
Total:	0	0	0	0	0				0	0	0	0	0		0	

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Mode DR

Month	RIDERSHIP INFORMATION (MR-20) Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #	MECHANICAL SYSTEM FAILURES (R-20) Major Incident	Non-Major Incident	SAFETY AND SECURITY Major Incident (Safety or Security)	Non-Major Incident Occurrences	Non-Major Incident Arrest/Citations	Fuel Consumption (R-30) Energy Type	Gallons	REPORTING DEADLINE TO MTA *Due to MTA
July '10																August 25th
August '10																September 25th
September '10																October 25th
October '10																November 25th
November '10																December 25th
December '10																January 25th
January '11																February 25th
February '11																March 25th
March '11																April 25th
April '11																May 25th
May '11																June 25th
June '11																July 25th
Total:	0	0	0	0	0				0	0	0	0	0		0	

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

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

*** Mechanical system failure that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual 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 ststems and other non major mechanical failures.**

*** SAFETY AND SECURITY THRESHOLDS

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.	Occurrence of Part I offenses (except homicide):
Existence of one or more of the following conditions:	Occurrences	Arrests/Citations
1. One or more fatalities (including suicide)	1. Robbery (confrontational theft)	1. Other (non-aggravated) Assaults
2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)	2. Larceny (non-confrontational theft)	2. Fare Evasion
3. Property damage equal to or exceeding $25,000	3. Burglary	3. Trespassing
4. An evacuation due to life safety reasons (ex. CNG leak)	4. Motor Vehicle Theft	4. Vandalism
	5. Other Safety Occurrences not Otherwise Classified (Injuries)	5. Nonviolent Civil Disturbance
	6. Fires (that don't require evacuation)	

EXHIBIT P

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) <u>Non-discretionary, Random Substance Abuse Testing</u>

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.

EXHIBIT Q

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) 979-5313
or
MAIL to: Los Angeles County Department of Public Works
Attention Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

		DRIVERS	MECH.	OTHER	TOTAL
I.	**RANDOM TESTING**				
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	_____			
II.	**PRE-EMPLOYMENT TESTING**				
a.	Number of potential employees tested	_____	_____	_____	_____.
b.	Number of positive tests results	_____	_____	_____	_____.
c.	Action taken on positive tests	_____			
III.	**INCIDENT-RELATED TESTING**				
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 _____

EXHIBIT R

Transit Security Plan

(Intentionally left blank)

Sample Calculation of the Fuel Adjustment

Sample Calculations for Purchasing Fuel at Market Prices

Following sample data will be used to calculate sample calculation of fuel adjustment
Hourly Rate from PW-2, Schedule of Prices: $35.00
Proposal due date: August 2005
Contract start date: July 2006

Fuel Adjustment (FA) Component for Diesel price:

Diesel (On-Highway) - May 2005	245.02 cents per gallon
Diesel (On-Highway) - April 2006	293.23 cents per gallon
Percent change in Diesel (On-Highway)	19.7% increase*

Adjusted Hourly Rate (FA component):
= (10% of hourly rate) x (Percent change in Diesel Price)
= [(10%) x ($35.00)] x (19.7%)
= ($3.50) x (19.7%)
= $0.69 Fuel Adjustment (increase)

Adjusted Hourly Rate for July 2006
$35.00 + $0.69 = $35.69

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

Following sample data will be used to calculate sample calculation of fuel adjustment
Hourly Rate from PW-2, Schedule of Prices: $35.00
Proposal due date: August 2005 (Long-Term Fuel Price : $2.00 per gallon)
Contract start date: July 2006
Renegotiation of Fuel Price: September 2006 (renegotiated price is $2.25 per gallon)

Fuel Adjustment (FA) Component for Contract price:

August 2005	200.00 cents per gallon
Renegotiated Price in September 2006	225.00 cents per gallon
Percent change in Diesel (long-term price)	12.5% increase*

Adjusted Hourly Rate (FA component):
= (10% of hourly rate) x (Percent change in price)
= [(10%) x ($35.00)] x (12.5%)
= ($3.50) x (12.5%)
= $0.44 Fuel Adjustment (increase)

Adjusted Hourly Rate for September 2006
$35.00 + $0.44 = $35.44

4620 Westamerica Drive
Fairfield, California 94534
707 • 863 • 8980
(facsimile) 707 • 863 • 8793
www.mvtransit.com

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December 13, 2010

Mr. Eric Fong and Mr. Edwin Manoukian
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Dear Mr. Fong and Mr. Manoukian:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") is delighted to submit its proposal in response to the County of Los Angeles Department of Public Works (or County) Request for Proposals for the Willowbrook, et al, Dial-A-Ride Service. It is MV Transportation's mission is to be *The Standard of Excellence* in the provision of public transportation services. This mission is achieved every day in more than 150 locations across North America, just as it will be for Los Angeles County should the County select MV.

MV well understands the scope of work to be accomplished. MV will provide all aspects of the operations and maintenance of this paratransit service. MV will use the County provided vehicles and will provide the spare vehicle as well as the MDT and radio equipment. In addition, MV will provide the operational facility. MV currently provides service throughout Los Angeles County and understands the operational challenges and how to meet the County's expectations regarding service quality and efficiency.

As the County evaluates the transportation needs of the community and selects a contractor, I urge the County to consider the qualifications of MV Transportation. The company's demonstrated breadth of experience and tenure in the industry offers assurance that MV is a stable and experienced partner. Of utmost importance is MV's commitment to responsiveness, ethics, and honest management. These characteristics are core to MV's reputation as a true American success story.

MV's approach to transportation management is simple. MV hires great people, and provides them with the training, coaching, tools, and support resources necessary to turn them into great employees. These employees are focused on providing great service every day, positively impacting passenger confidence and building a solid name for excellence in public transit.

I am your contact for this procurement, and along with the individuals listed below, am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity).

Kevin A. Klika	COO/President	4620 Westamerica Dr. Fairfield CA 94534	(707) 863-8722
John Siragusa	President, West Group	4620 Westamerica Dr. Fairfield CA 94534	(707) 294-8994

Keith Whalen Chief of Development 4620 Westamerica Dr. (707) 863-8735
Fairfield CA 94534

Thank you for your consideration of MV Transportation. I encourage you to select MV Transportation as your partner for the provision of the Willowbrook, et al, Dial-A-Ride Service, and look forward to working with County staff throughout this procurement.

Sincerely,

W.C. Pihl
Senior Vice President

MV TRANSPORTATION, INC.

BOARD OF DIRECTORS

APRIL 3, 2006

RESOLUTION APPOINTING OFFICERS

THEREFORE, RESOLVED, that the following individuals are appointed as officers of the Corporation, effective immediately:

Name	Office
W.C. Phil	Vice President, Business Development
Todd Foster	Assistant Secretary

RESOLVED FURTHER, that either of these officers has the authority to execute any and all bids and contracts on behalf of the Corporation and to bind the Corporation to such contracts.

I, S. Scott Reynolds, Secretary of the Corporation, do hereby certify that the Board of Directors of the Corporation, by written consent, did hereby adopt these resolutions.

S. Scott Reynolds, Secretary

Unconditional Satisfaction Guaranteed Warranty

MV Transportation is pleased to provide the following unconditional warranty to the County of Los Angeles Department of Public Works. In the event MV is selected to provide services pursuant to the County's Request for Proposals for the Willowbrook et al, Dial-A-Ride Service, in addition to any contractual warranties and remedies that the County is entitled to under the contract, MV will warrant its service as follows:

> *In the event the County is dissatisfied with MV's service for any reason during the term of the contract, the County may terminate the contract. In the event the contract is so terminated, MV will refund to the County any and all profits made by MV resulting from this contract, during the final 12 months during the period prior to the termination.*

Executive Summary

The County of Los Angeles Department of Public Works has released a Request for Proposals (RFP) for provision of the Willowbrook, et al., Dial-A-Ride Service. The County is seeking an experienced contractor that will provide quality, passenger-focused, professional service at a reasonable price.

MV is excited to submit its proposal to the County in response to this RFP. MV is uniquely familiar with the surrounding service areas, and brings a history of success in this area. MV is dedicated to meeting the needs of its clients and working with each to exceed expectations of service quality. This proposal outlines MV's operating plan, which highlights MV's proposed service improvement, cost effective operations strategies, and its experience in the provision of transportation.

Passenger Focused, Quality Service

Professional, quality transportation is marked by passenger-focused service, well maintained vehicles, and clarity in communication. MV's proposal addresses these factors and offers an operating plan that reinforces the importance of professionalism throughout the system.

MV's operators will undergo extensive training that focuses on safe vehicle operation and customer service, and address the nuances of the local operating environment. Service vehicles will be professionally maintained and clean.

In addition, MV's proposal includes the following benefits to support this plan:

- **Comprehensive Operator Training and Retraining:** All new operators are provided with 83.75 hours of MV's training, and existing operators retained in their current positions will be provided refresher training. All operators will receive transit-specific customer service training to enforce professional passenger interactions. All office staff will receive the Telephone Doctor training for improved service and phone skill.
- **Standardized Uniform and Appearance Checks:** MV will equip its operator team with new uniforms. During check-in, a dispatcher/reservationist or supervisor will be present to perform an appearance check and confirm the standard is adhered to.
- **Radio and Road Call Procedure Training:** In an effort to provide quality communication across its operation, MV will require operator, dispatch, and maintenance staff to attend

retraining in radio and road call communication and procedures. This training will focus on efficient use of 10-codes, road call troubleshooting, and maintenance coordination.

- **New Vehicle Standards:** MV will implement new vehicle appearance standards to improve passenger confidence. Operators will be required to keep all personal items out of passenger view, including dashboards. MV will ensure vehicle cleaning standards are in place and revisited as needed in order to maintain a clean, dust and dirt free appearance inside and out. All graffiti and body work – including dings, scratches, and dents – will be repaired as soon as possible (without disruption to service) to improve overall appearance.
- **Monthly Meetings with the County:** MV's project manager will work closely with the County to improve service delivery. Monthly meetings are a critical component of this effort, and will ensure that MV is appropriately communicating progress with the critical stakeholders of this service.

COST EFFECTIVE OPERATIONS

MV will operate these services from its existing operation in nearby Paramount. This facility will house all facets of daily operations, including maintenance, safety, administrative, and training functions. MV's plan includes leveraging the existing leadership team and its collective expertise. Further, MV's experienced regional support team is frequently on-site to support the Paramount operation and will extend this support to this service. The resultant benefit of this plan will be one of significant cost savings to the County, and will allow MV's local team to focus on delivering quality service.

MV's operating plan includes other strategies for cost savings:

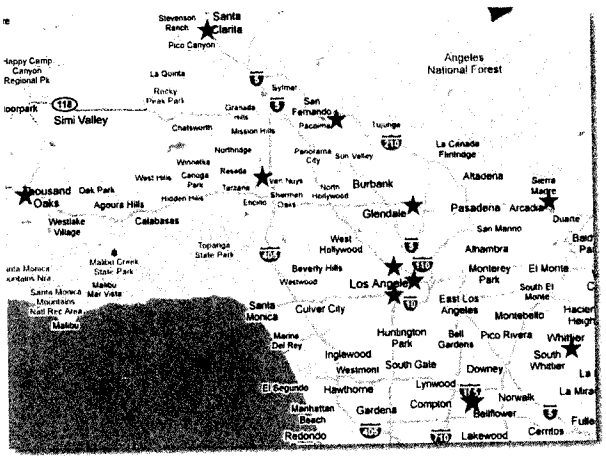
- **National Accounts:** MV offers significant purchasing power through established vendor relationships. These national accounts make way for affordable vehicle parts, increased employee training options and quick vehicle and equipment procurements.
- **Extending Life of Fleet:** MV also provides reduced system costs by extending the life of vehicles through its detailed preventive maintenance program.
- **FleetFocus:** By effectively monitoring parts usage, MV reduces costs by minimizing waste and potential theft of maintenance resources.
- **Training:** MV's comprehensive training programs are safety-focused; these programs have proven success in reducing accidents, decreasing the potential loss of customers, and increasing employee retention.
- **DriveCam** has proven success in minimizing costly incidents/accidents through constant on-road service monitoring. MV will install this on the County's vehicles with its permission.

- **Progress Payments:** This creative payment structure removes interest costs from the budget.

EXPERIENCE

MV has the experience, knowledge, and resources needed to successfully carry out the requirements of this contract. MV has 36 years of paratransit experience and is the largest American-owned transportation company.

In addition, MV is the largest provider of privately contracted paratransit and fixed route services in California. Both MV's experience and size provide the following benefits to the County and its services:



- **Centralized Support Services:** MV's corporate support centers in Fairfield, Calif. and Elk Horn, Iowa house teams of personnel dedicated to payroll, human resources, employee screening, drug testing, and other services that support MV's operations and free up local management teams to focus on daily service.
- **Corporate Support Team:** MV's proposed support team comprises experienced executive staff members who are experts in the areas of operations, safety, and maintenance. This team is available to the County and MV's local team to advise and assist as needed.
- **Significant Regional Presence:** In addition to being a California based Corporation, MV operates thirty contracts in Southern California, and operating locations throughout Los Angeles County, including Whittier, Los Angeles, Glendale, Pacoima, Valencia, Van Nuys, Arcadia, and Paramount. This significant local presence ensures ample resources and support will be available to this operation.

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1. Title Page

PROPOSAL TO

County of Los Angeles
Department of Public Works

FOR

Willowbrook et al., Dial-A-Ride Service (2010-PA027)

January 10, 2011

We Provide Freedom™

SUBMITTED TO:

County of Los Angeles
Department of Public Works
Administrative Services Division
Mr. Edwin Manoukian / Mr. Eric Fong
900 South Fremont Avenue
Alhambra, CA 91803

SUBMITTED BY:

MV Transportation, Inc.
Mr. Joe Escobedo, Vice President
4620 Westamerica Drive
Fairfield, CA 94534
Telephone/Facsimile: (707) 430-0368

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3. Letter of Transmittal

Please refer to the pages preceding this proposal.

4. Support Documents for Corporations and Limited Liability Companies

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 the most recent Statement by Domestic (or Foreign) Stock Corporation as filed with the California Secretary of State in the appendix of this proposal, as required by the RFP.

List of Corporate Officers

Feysan Lodde, Owner/Director
Alex Lodde, Owner/Director
Brad Cornelsen, Chief Financial Officer
Jon Monson, Board Chair
Kevin A. Klika, President
S. Scott Reynolds, Secretary

5. Experience and Firm Resume

5.a. Background

COMPANY HISTORY

"MV is a true American success story. Through dedication to our passengers, our clients and our employees, MV has grown to be the largest United States-owned transportation management company in the nation. Our people and our dedication to serve truly make us different."

Feysan Lodde, Founder

Initially operating as California Medi-Van, MV Transportation, Inc. was founded in 1975. The company initially began with just one bus, transporting disabled and elderly residents of the San Francisco Bay Area under the state Medicaid program.

In 1978, owners Feysan and Alex Lodde shortened the company name to MV Transportation (or "MV") and incorporated in the State of California. Today the MV name represents MV Transportation, Inc. and its affiliates, including:

- MV Public and MV Contract Transportation, Inc. – Wholly owned subsidiaries of MV Transportation, Inc., who also contract with government agencies for the provision of passenger transportation;
- Vallejo Citizens Transit Corporation (VCTC) – One of the oldest bus companies in the USA, of which MV owns 80%. It was formed for the sole purpose of providing fixed route service in the City of Vallejo, California in 1956 – a contract that is still in operation today; and
- MV Canadian Bus, Inc. – MV's wholly owned subsidiary and Canadian operating unit which contracts with agencies such as BC Transit for the operation of the Handy Dart Services.

MV has grown to become the largest privately held passenger transportation contracting firm in the US. Among its many accolades, MV has been recognized as one of Black Enterprise Magazine's

Top 100 African-American-owned Industrial Service Companies[1] for eight years consecutively; ranking 6th in 2010.

MV and affiliates operate more than 7,000 transit vehicles, drive more than one million miles annually, and have more than 190 operating contracts with more than 150 government agencies to provide customer focused transportation services. With annual revenues exceeding $700 million and nearly 13,000 employees that primarily serve government agencies, MV offers the County the opportunity to partner with a highly experienced, stable corporate partner.

MV is dedicated to serving the transportation needs of the individual communities it serves. Its commitment is backed by a large portfolio of highly satisfied clients and manifests in a myriad of functional approaches that promote customer care, leverage new technologies to make service more accessible to the passenger and client, recognize best practices, and control operating costs.

While each of MV's clients differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service.

BREADTH OF EXPERIENCE

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, 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 bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

PARATRANSIT EXPERIENCE

MV was founded for the sole purpose of mobilizing the transit dependent senior and disabled communities. Its founding predates the enactment of the Americans with Disabilities Act by nearly 20 years, and defines MV's responsiveness to satisfying the needs of its communities. Further, this confirms MV understands of quality paratransit service, and its importance to its passengers and their freedom.

[1] *Based on revenues*

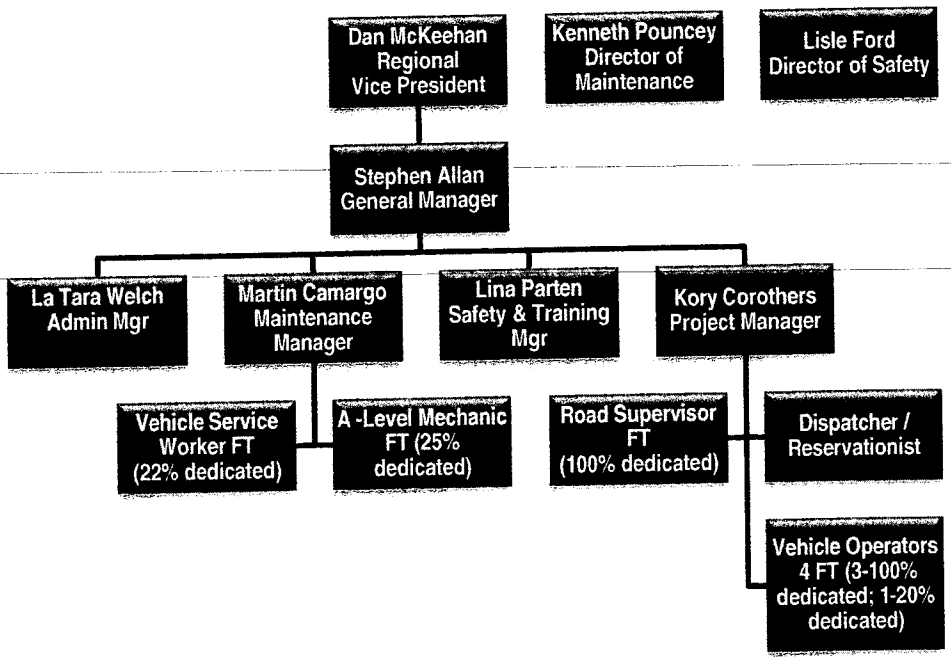
MV has more demand-based, reservation-based transportation experience than any other company. Many of MV's operations provide coordinated transportation services for multiple agencies, coordinating many different passenger groups from a variety of agencies to maximize the efficient use of vehicle and staff resources. These include group trips to senior congregate meal sites, adult and child day care programs, dialysis and other medical transportation, welfare-to-work programs and long-distance out-of-county trips.

MV manages 100 programs in North America, serving large metropolitan areas such as Washington, D.C.; Palm Beach, FL; Orlando, FL; Los Angeles, CA; New York, NY; Baltimore, MD; Phoenix, AZ; Fairfax, VA; Anchorage, AK; Cincinnati, OH; and Vancouver, British Columbia.

MV also has a significant presence in smaller cities and counties, as well as suburban and rural environments throughout the nation. This experience spans 24 states and includes clients such as PACE suburban Bus (Chicago, IL); Hampton Roads Transit (Chesapeake, Hampton, Newport News, Norfolk, Portsmouth, Suffolk and Virginia Beach, NC); Rowan County Transit (Rowan County, NC) and Tracer (Tracy, CA).

MV's operations most similar to those of the Willowbrook Dial-A-Ride are listed as references.

5.b. Organization



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5.c. Length and Quality of Experience

EXPERIENCE IN SIMILAR DIAL-A-RIDE SERVICES

MV has extensive experience operating paratransit and dial-a-ride services across the country and understands the County's expectations of professionalism and reliability. The following summaries are highlights of several operations similar in scope to the County's Dial-A-Ride service. In addition, the appendix of MV's proposal contains a sample of letters attesting to the quality of MV's service.

CITY OF NORWALK, CA

MV has provided management and operation of the City of Norwalk, CA advanced reservation dial-a-ride (DAR) / subscription service since July 2010. MV uses Trapeze reservation and scheduling software to maximize productivity and enhance customer service for the city's passengers.

The City offers this curb-to-curb service to qualified senior citizens and disabled residents. The service requires eight lift-equipped accessible vehicles and operates on weekdays between 7:00 a.m. and 7:00 p.m., and on weekends from 9:00 a.m. to 5:30 p.m.

MV's extensive experience operating similar services, financial stability, qualifications of staff, resources and operating practices and service innovations were key features of its winning proposal for this competitive procurement. Since assuming the service, MV has positively impacted the quality of the paratransit service for the city and its passengers.

City of Norwalk, CA NTS Paratransit Service	
Contact Person:	Damian Rosales, Management Analyst II - Transit Procurement
Address:	12700 Norwalk Blvd, Norwalk CA 90650
Email Address:	drosales@ci.norwalk.ca.us
Telephone Number	(562) 929-5550
Type of Service Provided:	Paratransit
Date of Service:	July 12, 2010 to Present

CITYRIDE PARATRANSIT – LOS ANGELES DEPARTMENT OF TRANSPORTATION

MV is the largest provider of services for the Los Angeles Department of Transportation (LADOT) – today the company operates approximately 175 vehicles for LADOT providing

both paratransit and fixed route operations throughout LADOT's service area. This contract is an excellent example of MV Transportation's demonstration of successfully meeting client expectations. On-time performance, customer service, miles between road calls, reporting and safety are just several of the performance indicators LADOT uses to measure service quality, and MV exceeds all of these.

MV has provided LADOT's 59 vehicle Cityride paratransit services since 2006. As the statistics below show, MV's local team works hard for LADOT's Cityride passengers.

- Three valid complaints per 10,000 miles.
- Zero trip denials.
- On-time performance consistently above 95%contract goal. MV is currently at 98.4%!

In addition, MV received approval from LADOT staff to take passengers throughout the Los Angeles area to cooling centers as a way to stay cool during extreme heat. Plans are currently underway to allow passengers to call in and request transportation to a cooling center and then be taken home at the end of the day.

Throughout MV's tenure with LADOT, the company has demonstrated a commitment to partnership. LADOT staff noticed the efforts of MV's local, regional and corporate support teams and Ms. Corinne Ralph, Head of Transit Operations at LADOT wrote:

"In spite of the tough economic environment we find ourselves in, you have maintained a professional demeanor in all of our interaction. You have worked hard to maintain open communication with staff here at the City and this is to be commended. Your responsiveness and willingness to listen have not gone unnoticed by the staff here at LADOT... We look forward to many more years of a fruitful and mutually respectful relationship."

LADOT Cityride Paratransit	
Contact Person:	Linda Evans, Transportation Planning Associate II
Address:	100 South Main Street, Los Angeles CA 90012
Email Address:	Linda.Evans@lacity.org
Telephone Number	(213) 928-9767
Type of Service Provided:	Paratransit
Date of Service:	September 11, 2006 to Present

CERRITOS ON WHEELS AND CERRITOS DIAL-A-RIDE (CERRITOS CA)

MV has seen significant success with this service since assuming the operation of fixed route and Dial-a-Ride services for the City of Cerritos in 2004. With 7 service vehicles for the fixed route and 3 for the Dial a Ride, MV transports a combined total of 247,170 passengers over 454,879 annual service miles.

Every member who is responsible for service delivery, from the operators on the front line to the dedicated management team, commits their effort into professionalism and courtesy toward the Cerritos passengers. Through their focus on teamwork and true partnership with the City of Cerritos, MV achieves an on-time performance rate higher than City standards, 99.8% in the case of the DAR service.

City of Cerritos	
Contact Person:	Torrey Contreras, Director of Community Development
Address:	18125 Bloomfield Drive, Cerritos, CA 90703
Email Address:	Tcontreras@cerritos.us
Telephone No:	(562) 916-1201
Type of Service Provided:	Fixed Route and Dial-A-Ride
Date of Service:	April 2004-present

CITIES OF WHITTIER AND LA HABRA HEIGHTS DIAL-A-RIDE SERVICE, CA

On the 1st of August, 2007, MV began operation of the Dial-A-Ride (DAR) Service for the Cities of Whittier and La Habra Heights. This collaborative effort between the cities and MV truly is unique, providing curb-to-curb service to over 2000 persons of disability of any age living or traveling within city limits. A collaborative pool of resources—with Whittier, La Habra Heights *and* MV providing a total of 7 vehicles—DAR operates close to 20,000 hours a year.

MV was awarded this contract over a long term incumbent based on MV's dedication to passengers, its extensive training program and overall commitment to innovation and development of the service. MV delivered a successful startup that only served as a precursor to the quality of transportation MV's local team provides every day.

"Just a quick note to thank you and your staff for their total professionalism and dedication to make the first morning of DAR service a success. Everyone in your team has worked very hard to give our customers a high quality service on this first day. I certainly appreciate the support I have received from your team over the past few weeks to get this program up and running in a short time frame... We are excited about this new venture and look forward to the information which the new software program can bring to the Whittier operation. My Director was very impressed to meet many of your local General Managers this morning at the Depot. The show of strength, depth and support was amazing.

Much appreciated." *–Martin Browne, Whittier Transit Management Analyst*

Cities of Whittier and La Habra Heights	
Contact Person:	Martin Browne, Manager / Transit Analyst
Address:	7333 Greenleaf Avenue, Whittier CA 90602
Email Address:	mbrowne@cityofwhittier.org
Telephone No:	562-698-2131
Type of Service Provided:	Dial-A-Ride Paratransit
Date of Service:	August 1, 2007 to Present

LA MIRADA TRANSIT, LA MIRADA CA

LA MIRADA TRANSIT
Dedicated to Service

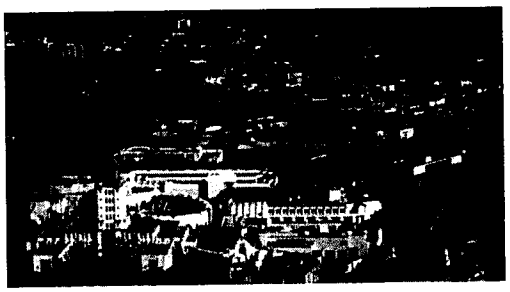
After a successful five day transition period, MV first began providing Dial-A-Ride service with a fleet of 8 vehicles in July 2008 as an interim provider. MV's role as interim provider combined with its experience and dedication to the community resulted in winning this contract in a competitive bidding process.

The startup was by all means a success with the hard work and collaboration of the local team. A great example of how MV pulled together as a company, MV coordinated maintenance management, operators, and road supervision as extra support from other MV operations in the area. MV staff was also able to use existing tools at the Client's facility in order to streamline the reservation and dispatching process. Within 15 minutes of a service request, operators arrived at their designated pick up locations and able to transport passengers to their destination safely and in time.

MV's team works alongside City staff in order to deliver this high quality service.

City of La Mirada	
Contact Person:	Tony Moreno, Administrative Services
Address:	13700 La Mirada Blvd, La Mirada CA 90638
Email Address:	tmoreno@cityoflamirada.org
Telephone No:	(562) 943-0131
Type of Service Provided:	Paratransit
Date of Service:	October 1, 2008 to Present

CITIES OF WEST HOLLYWOOD AND BEVERLY HILLS



MV provides multi-modal transportation services for the Cities of West Hollywood and Beverly Hills. The services covered under these two contracts include the management, operation and maintenance of local fixed route circulator, dial-a-ride, Senior Shuttle Dial-A-Ride, Parking Shuttle, and the Beverly Hills Trolley. This contract includes special events charters, and the possible addition of a West Hollywood shuttle service. These two systems combined currently operate approximately 26,000 annual service hours. Eight years ago, the Cities of West Hollywood and Beverly Hills selected MV as their new partner to manage and operate these services. Since MV began operation on July 1, 2002, MV's team has ensured that service on all five service types are safe, efficient, customer friendly and on-time. MV was recently selected in a competitive procurement to remain the contractor and partner of choice in the ongoing development and improvement of the West Hollywood and Beverly Hills services.

From the beginning, MV has worked to ensure that the passengers excellent transportation services and is proud of the low level of complaints received. MV's team works hard each day to provide the best safety and customer service possible.

City of West Hollywood	
Contact Person:	David Giugni, Social Services Supervisor
Address:	8300 Santa Monica Blvd, W Hollywood CA 90069
Email Address:	dguigni@weho.org
Telephone No:	(323) 848-6410
Type of Service Provided:	Multimode Paratransit and Fixed Route
Date of Service:	July 1, 2002 to Present

City of Beverly Hills	
Contact Person:	Martha Eros, Transportation Planner
Address:	345 Foothill Road, Beverly Hills CA 90210
Email Address:	meros@beverlyhills.org
Telephone No:	(310) 285-2542
Type of Service Provided:	Multimode Paratransit and Fixed Route
Date of Service:	August 1, 2002 to Present

CITY OF SANTA MONICA DAR PARATRANSIT SERVICES FOR THE BIG BLUE BUS

This Dial-A-Ride Paratransit service supplements the City of Santa Monica's Big Blue Bus fixed route service with five low-floor vans and cutaways. MV began operation of the Dial-A-Ride service in April 2008, and has seen considerable success in a short amount of time.

Within a two week startup timeframe, the local team was able to transition into service smoothly and without any challenges. This service operates more than 5,000 miles and 800 service hours per month.

Pleased with the operation the City of Santa Monica frequently requests additional services from MV's local team. MV is proud to partner with the City to deliver special Saturday charters in addition to the regular service, transporting passengers to locations in neighboring Culver City.

City of Santa Monica ACCESS	
Contact Person:	Paul Casey, Transportation Analyst
Address:	1717 4th Street, Santa Monica CA 90401
Email Address:	paul.casey@smgov.net
Telephone No:	(310) 451-5444
Type of Service Provided:	Paratransit
Date of Service:	April 1, 2008 to Present

ROLES AND QUALIFICATIONS

Resumes for the following individuals have been provided following this section of the proposal.

PRINCIPAL SPECIFIC TO THE COUNTY'S SERVICE

- Dan McKeehan, Regional Vice President of Operations

MANAGING EMPLOYEES

- Stephen Allan, General Manager
- Martin Camargo, Maintenance Manager

ON-SITE SUPERVISORS

- Kory Corothers, Project Manager

OTHER KEY STAFF

- Lisle Ford, Director of Safety
- Kenneth Pouncey, Director of Maintenance

SUBCONTRACTORS

MV has no proposed subcontractors.

5.d. Compliance with Minimum Mandatory Requirements

MV meets the following requirements as listed in section 1.B. of the County's RFP:

- **Minimum 3 years of experience (Proposer):** MV has 36 years of experience providing the same or similar paratransit services and far exceeds the County's requirement.
- **Minimum 3 years of experience (Project Manager):** Mr. Kory Corothers has 17 years of transportation management experience and far exceeds the County's requirement of three years experience providing the same or similar services for a government agency.
- **Minimum 3 years of experience (Maintenance Manager):** Mr. Martin Camargo has 20 years fleet maintenance experience and exceeds the County's requirement of three years experience maintaining similar fleets of transit vehicles.
- **Proposer's CHP Safety Record:** MV has an exceptional CHP Safety record. MV has passed all CHP Inspections from the facility to be used for this contract for the prior three 13 month inspections.

- **Spare Vehicle:** MV will provide spare vehicle compliant with all County requirements.
- **Valid State of CA DMV Class B (with appropriate endorsements) CDL with valid medical examination certificates:** MV meets this requirement and has included copies of documentation in this proposal.
- **MACS or equivalent ASE vehicle air conditioning system certification in medium/heavy duty truck, school bus, or transit test series for one member of MV's maintenance team:** MV meets this requirement and has included copies of documentation in this proposal.

This information is listed, as required, on Form PW-19, provided with this proposal submission.

Resumes

Daniel E. McKeehan

Regional Vice President

Mr. Dan McKeehan is MV's proposed Regional Vice President for the Willowbrook Dial-A-Ride Service.

Regional Vice President of Operations, MV Transportation (Fairfield, CA)
2009 to Present

- Responsible for general oversight of operations in Central Valley (California) region, providing guidance and planning strategies to general managers and clients
- Provide direction and assistance to managers in region, including contracts, service performance, labor relations and personnel matters
- Serve as customer liaison with client, ensuring communications are accurate, timely, and meet the needs of all client personnel
- Ensure operations meet or exceed customer expectations regarding service quality, efficiency and productivity
- Assist with preparation of bids for new contracts by developing staffing levels and overall operations scenario
- Negotiate labor contracts and assist local management to work within a union environment
- Create and administer budget and manage staffing levels
- Coordinated multiple resources for start-ups and client projects

Regional Director of Operation, Central Freight Lines (Waco, TX and Sacramento, CA)
2008 to 2009

- Premier LTL carrier recognized for safety, compliance and quality.
- Only carrier to receive the highest transportation award in the United States five times, the ATA President's Trophy.
- Direct responsibility for managing the day to day operations of five terminals.
- This position evolved into providing guidance to twelve facilities.
- Performed a pivotal role in the implementation of the Digital Dispatch Management System throughout the company.
- Project Facilitator for the Digital Dispatch Management System.
- Scaled down terminal costs to match revenue levels.
- Implemented daily conference calls to address service issues and seek means for improvement.
- Incrementally improved production and on-time service.

Director of Operations, Best Overnite Express (Irwindale and West Sacramento, CA)
2008

- Privately owned and independently operated mid-size general commodity trucking company producing revenue of $25M annually.
- Direct full scope of operation at eight service centers, in four states, and consisting of 250 employees.
- Recruited as Regional Director of Operations and promoted.
- Developed and implemented tools designed for operational forecasting, monitoring productivity, labor costs and improving on time service.
- Involved with the IT Group to improve the working capabilities of AS400 and then train employees.
- Substantially improved On-Time Service from 77% to 93% by creating a sense of urgency.
- Reduced labor costs 19% by resolving problems that contributed to the bottom line.
- Improved the infrastructure by developing six new management teams.

Daniel E. McKeehan

Regional Vice President

- Standardized and implemented numerous operational procedures to yield significant productivity savings.
- Built an entirely new dock, city and line haul paper flow process.
- Implemented a sales reporting structure to monitor performance.
- Trained the management team in productivity planning and employee development.
- Suggested new ideas for improving shipment tracking capabilities that were adopted.

USF Reddaway (Clackamas, OR)
1993 to 2008

- Premier Service oriented carrier in the LTL industry to the Northwest and Southeast.
- Well deserved and proud recipient of the "Quest for Quality Award" for seventeen consecutive years.

Service Center Manager (West Sacramento, CA)
2001 to 2008

- Planned, organized and directed the sales and operating functions of 95 employees, a professional staff of 10, with revenue of $28M annually.
- Reorganized the sales and operations efforts to increase revenue, improve productivity and reduce costs.
- Developed and implemented sales plans and strategies.
- Service Center of the Year 2002.
- Won the "Make a Difference Award", 2002, for best O/R, revenue growth, improved productivity and claims reduction.
- Reduced O/R from 91.38% to 83.99%, through solid team building and employee participation.
- 28% increase in revenue for the first three years by creating a more responsive sales force.
- Earned outstanding evaluations from supervisors and considered the "Go to Guy" by peers.

Service Center Manager (Portland, OR)
2000 to 2001

- Provide cross functional management; direct 6 Managers, 19 Supervisor, 10 Account Managers; and general oversight of 325 unionized employees.
- Prioritized and focused on the improvement of operational processes and reduction in claims.
- Conducted weekly sales meetings with a team producing revenue of $70M annually.
- Service Center of the Year 2000.
- Reduced claims ratio from 1.07% to .65% by improving load quality.
- $132K reduction in labor costs by efficiently restructuring city and dock operation processes.

Service Center Manager (Fontana, CA)
1993 to 2000

- Established and implemented clear objectives and goals.
- Restructured and refocused the sales efforts to secure new business.
- Directed and led the operating team to focus on improving efficiencies and morale.
- Made sales calls on strategic accounts and assumed responsibility for any vacant sales territory.
- Conducted monthly sales territory reviews.
- Service Center of the Year 1999.
- Increased revenue 30% or greater in four consecutive years.
- Increased On Time Service from 94% to 98% by exemplifying a "Can Do Attitude".

Daniel E. McKeehan

Regional Vice President

Education and Training

Cal State Fullerton, Fullerton CA

- Bachelor of Arts in Management and Production Operations

Orange Coast College, Costa Mesa CA

- Associate of Arts in Construction Management

US Army

- Honorable Discharge, Transportation and Construction

Total Quality Management (TQM)

Performance Management Training

Stephen Allan
General Manager

Mr. Stephen Allan is MV's proposed General Manager for the Willowbrook et al, Dial-A-Ride Service.

Experience

General Manager, MV Transportation, Inc. (Paramount, CA)
2008 – Present

- Oversee ten transportation contracts.
- Handle complete project oversight, planning and administration.
- Responsible for risk management, customer relations, and operations management.
- Responsible for service implementations, including contract negotiation and administration.
- Ensure performance is both effective and efficient.
- Through periodic operational analysis, ensure that the facility maintains MV standards.
- Monitor all staff performance and mentor staff.

General Manager, Super Shuttle (Orange County, CA)
1998 – 2007

- Responsible for the Airport Operations and management of the Disney Cast Shuttle Program.
- Worked with Airport landside operations and curb operations.
- Oversaw accounting functions, including payroll, AP/ AR and subcontractor billing.
- Responsible for dealing with human resources issues.
- Mentored staff, assisting every department with day to day 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 – 1998

- Responsible for the daily operation of 100-vehicle service which included airport vans and contract buses with revenue in excess of $13 million.
- Direct oversight of all facets of the operation, including accounting, maintenance and administrative functions.
- Managed a roster of 300 employees, including drivers, reservationists, dispatchers, mechanics and administrative staff.
- Franchise sold back to Super Shuttle in 1998.
-

General Manager, Super Shuttle (Los Angeles, CA)
1991 – 1994

- Responsible for the daily operation of this 240-vehicle fleet which provided shuttle services to the Los Angeles International Airport, Orange County Airport, Burbank Airport and Ontario, CA Airport.
- Direct oversight of all operations, maintenance, sales and administrative functions.
- Managed a team of over 600 drivers and 100 reservationists and dispatchers.

Stephen Allan
General Manager

Accountant/Payroll, Super Shuttle International (Los Angeles, CA)
1986 – 1991

- Responsible for in-house payroll for all Super Shuttle cities.
- Managed payroll department staff.
- Responsible for weekly payroll, time card management, cashiering, W-2's and payroll taxes.
- Assisted Controller with budgets, Monthly P&L, cost analysis and year-end audits.

Accountant, 24-Hour Airport Express (La Habra, CA)
1986 – 1991

- Responsible for general accounting duties which included handling accounts payable, accounts receivable, payroll and cashiering duties.

Accountant/Driver, 24-Hour Airport Express (La Habra, CA)
1982 – 1984

- Provided safe, efficient and professional transportation service as a shuttle driver for Airport Express services.
- Promoted to Accounting department.

Education and Training

Cal State University Fullerton
1986

- Bachelor of Arts Business Administration

Professional Affiliations & Awards

Orange County Tourism Council
1997 – 2008

- Board of Directors

Super Shuttle International Inc.
1998 – 2003

- Board of Directors

Kory Corothers
Project Manager

Mr. Kory Corothers is MV's proposed Project Manager for the Willowbrook et al, Dial-A-Ride Service.

Experience

Project Operations Manager, MV Transportation (Paramount, CA)
2005 to Present

- Responsible for the daily management of 3 separate contract services in the Los Angeles Metropolitan Area, including clients such as: LADOT, LA MTA Access Services Inc., City of Compton, City of Bell Gardens, City of Cerritos, City of Downey, City of Torrance, City of Yorba Linda.
- Oversight of on-road operations of 81 vehicles and 118 drivers
- Oversees staff of 6 road supervisors and 4 dispatchers
- Ensure that service operates in a safe and efficient manner
- Ensures contract compliance
- Ensures proper scheduling of drivers
- Prepares daily and monthly reports

Road Supervisor
January 2001 to February 2005

- Ensure the safe and efficient operation of all vehicles according to contract requirements
- Conduct field evaluations and on-street monitoring
- Assess vehicle condition, operator performance, and ensure service and safety rule adherence
- Responsible for accident/incident investigation

Operations Assistant, Watts Labor Community Action Committee (Los Angeles, CA)
April 1994 to January 2001

- Ensure monthly and daily reports were completed
- Response to accident/incidents and insure proper reporting
- Monitor weekly schedules, conduct classroom training, safety meetings and behind the wheel training

Road Supervisor
December 1993 to April 1994

- Conduct daily roll out, monitor drivers performance
- Prepared schedule adherence reports, conduct safety meetings, driver interviews and assisted in the Maintenance Department

Education and Training

Santa Monica Community College

Southwest Community College

Ted Watkins Sports Club President

Watts On the Move Your Organization President

Lina Parten

Safety and Training Manager

Ms. Lina Parten is MV's proposed Safety and Training Manager for the Willowbrook et al, Dial-A-Ride Service.

Experience

Safety Training Manager / Operations Manager, MV Transportation, Inc. (Paramount, CA)
2004 to Present

- Oversees all safety and training efforts at MV's Paramount location.
- Oversee all operations, maintenance and provision of the following:
- City of Downey Fixed Route – 4 routes; 14,000 rev hrs; 162,936 annualized miles.
- City of Lynwood fixed Route – 4 routes; 13,500 rev hrs; 160,000 annualized miles.
- LADOT City Ride Area 3 – 6 buses serving southern region.
- All NTD reporting functions, DriveCam review and counseling.

Lead Dispatcher/Road Supervisor/Instructor (Paramount, CA)

- Serve operations and support of 118 operators and 80 service vehicles for nine different contracts.
- Enforce attendance policy and proper scheduling procedures to ensure all operator shifts are covered.
- Report on future shortages and anticipate needs.
- Manage LADOT Customer Complaint system.
- On road Instruction of new-hires and re-train of current driving staff.
- Conduct and present at Monthly Safety meetings.
- Assist with operational data recording and invoice related documentation.
- Trapeze DAR trained to assist off-site contract of 14 operators and 9 city owned vehicles.

Teaching Assistant, Bellflower Unified School District (Bellflower, CA)
2000 to 2004

- Prepare curriculum and supporting materials.
- Administer lessons and serve as teacher in absence of primary instructor.
- Perform administrative functions as needed.
- Conduct evaluation and follow up as needed for students.

Education, Training and Certifications

Cerritos College, 2002

- Associates Degree HR/Business

Certifications and 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.

Martin Camargo
Maintenance Manager

Mr. Martin Camargo is MV's proposed Maintenance Manager for the Willowbrook et al, Dial-A-Ride Service.

Summary of Qualifications

- 20 years of experience in public transportation vehicle maintenance.
- Responsible for a fleet comprised of 75 Fixed Route and Demand Response vehicles of various types including Blue Birds, El Dorado National, Goshen, Thomas, Crown, MCI, Ford, Chevy and Dodge.
- Experience with various fuel types including diesel, gasoline, propane, and CNG.
- Experience repairing wheelchair lifts including Mobil E-Tech, Braun and Ricon.
- Welding experience with Arch, Mig and Torch.
- Extensive experience servicing air conditioning systems such as R12 and R134a.
- Microsoft Office and other software related to maintenance.
- Full management responsibility for maintenance shop.

Experience

Maintenance Manager, MV Transportation, Inc. (Paramount, CA)
August 2001 to Present

- Oversee all operations within maintenance facility.
- Responsible for staff classroom and hands-on training.
- Supervise hiring, maintenance schedules and shifts.
- Manage all work orders.
- Control parts inventory and procurement through FleetFocus.
- Perform tune-ups, brake repairs, transmission and engine service.
- Diagnose engine and drivability issues.
- Rebuild engines and conduct body work as needed.

Maintenance Manager, R & D Transportation (Los Angeles, CA)
1999 to August 2001

Lead Mechanic, Laidlaw Transit Services (Paramount, CA)
1995 to 1999

Mechanic, Laidlaw Transit Services (Los Angeles, CA)
1990 to 1995

Certifications

- Qualified DOT Brake Inspector – MCS.
- Proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems – South Coast Air Quality Management District.
- STEP-LIFT Service Seminar – Mobile-Tech Corporation.
- R-12 refrigerant recovery & Recycling – International Mobile Air Conditioning Association.
- Commercial bus Maintenance Workshop – Blue Bird Service School.
- Cummins INSITE™ diagnostic software trained.

La Tara S. Welch

Administration Manager

Ms. La Tara Welch is MV's proposed Administration Manager for the Willowbrook et al, Dial-A-Ride Service.

Administration Manager, MV Transportation (Paramount, CA)
January 2010 to Present

- Coordinate daily operations between personnel, supervisors and dispatchers
- Payroll for 180 plus employees
- Monthly operational and financial analysis
- Prepare and review hours by group, explain issues and overtime for 7 contracts as well as staff and management
- Prepare daily and monthly fare box reconciliations for 7 contracts
- Report daily operational issues to GM and AGM
- HR for 3 locations, 9 total contracts

MV Transportation
November 2006 to December 2009

Operations Supervisor (Irvine, CA)

- Oversee all the daily operations in compliance with policies and procedures of the City of Irvine.
- Serve as company liaison to passengers, clients and community members
- Responsible for the on-time operating performance, ridership, safety on all routes
- Responsible for the delegation and coordination of the system performance in all functions of the operation, safety, maintenance, drivers, dispatchers, supervisors
- Analyze and resolve all issues with the City of Irvine, the passengers and drivers
- Conduct monthly client/ safety meeting (Cal OSHA standards)
- Prepare all required data (spreadsheets, schedules etc.)
- Input and submit all payroll data (HBG reports, LV etc.) for 180 employees
- Interview and elicit information from the new hires
- Monthly reports/ Annual Audits
- Monthly financials (budget management general ledger expenses (Accounts Payable) and (Accounts Receivable), accruals, actual expenditures etc.
- PO Reconciliation (approvals, releases, and receiving)
- Resolve all DriveCam issues
- Document and investigate all work-related accidents, incidents and injuries. (drug test if required)
- Responsible for all safety, training and re-training
- Monitor GPS/Spider (uninstall/install updated programs)

Road Supervisor/Dispatcher, MV Transportation (Paramount, CA)

- Supervise and assist drivers to ensure quality service
- Ensure all company rules and regulations were being followed
- Monitor driver on-time performance (spot checks)
- Report to and complete accident/incident reports
- Schedule, review, prepare driver manifest for daily roll out (Fixed Routes, Access & DAR)
- Oversee cash fare box

La Tara S. Welch

Administration Manager

Coach Driver *(Paramount, CA)*

- Perform fixed route schedule on time in a safe and professional manner

Lead Cashier, 99 Cents Store (Compton, CA)
February 2004 to September 2006

- Supervise cashiers
- Kept daily money count
- Make change for cashiers and verify money legitimacy
- Schedule shifts
- Store inventory
- Assist patrons

Security Guard, Barry Security Services (Bellflower, CA)
June 1998 to December 2003

- Review and observe cameras
- Check trucks in/out of facility
- Daily documentation
- Proper reporting of daily activities

Education and Training

- High School Diploma
- Community College Business Management/Accounting courses
- Class B CDL (passenger & air brakes endorsements)
- Behind the Wheel Training
- Reasonable Suspicion certificate
- Workplace Safety (Cal OSHA standards)
- Risk Management
- ADA & Transportation Regulations
- Hiring Safe Drivers
- TSI certified
- Windows Vista
- MS Office (Excel, Word, Outlook, PowerPoint)
- 10 Key (25 wpm)

Lisle S. Ford
Director of Safety

Mr. Lisle Ford is MV's proposed Director of Safety for the Willowbrook et al, Dial-A-Ride Service.

Experience

Director of Safety, MV Transportation, Inc. (Southern CA)
2002 to Present

- Promote a safe, reliable and efficient operating environment
- Conduct safety audits of all facilities
- Ensure that the divisions have effective driver recruitment programs
- Audit to ensure that the General Manager administers the drug and alcohol program in accordance with FTA regulations
- Ensure that each division is complaint with client, OSHA and local requirements
- Participate in all wheelchair safety and compliance conference calls
- Successfully assist Divisions with CHP, DOT, DMV and Safety Q&A audits
- Assist in contract start-ups

Special Projects Manager, MV Transportation, Inc. (Southern CA)
2001 to 2004

- Coordinate and oversee the start ups of newly contracted transit project, for municipalities and governmental agencies throughout the United States
- Perform various HR and personnel function, up and including inquires, investigations, and training

Area Director of Driver Development & Safety, Laidlaw Transit Services, Inc.
1999 to 2001

- Responsible for development and implementation of a variety of safety and loss prevention programs
- Emphasis on driver training and safety oversight for projects throughout the seven western states

Private Investigator/Consultant, Self Employed (Claremont, CA)
1997 to 1999

- Perform investigations in family matter issues, workplace/HR concerns as well as civil/criminal cases
- Provide workshops/seminars on various safety/HR and family topics
- Conduct ancillary investigative functions such as data base searches and accident review boards
- Developed a new Fatigue Awareness Program for the U.S. DOT, which has been implemented throughout the transit industry

Special Investigator, Cal-Eagle Insurance Company (Calabasas, CA)
1992 to 1998

- Review and evaluate suspected fraudulent insurance claims and suggest appropriate investigative strategies
- In the case of suspected fraudulent activity, conduct a detailed investigation to determine possible civil or criminal litigation

Lisle S. Ford
Director of Safety

Parent Educator, Pomona Unified School District (Pomona, CA)
1994 to 1998

- Conducted parenting classes to court ordered parents or parents who needed to sharpen their parenting skills
- Redesigned existing Parent Education Course for Pomona Unified, which was recognized as distinct in the field of parenting. Topics included; Understanding You and Your Child's Behavior, Encouragement and Self-worth, Communication

Regional Safety Manager, Laidlaw Transit Inc. (Van Nuys, CA)
1989 to 1992

- Responsible for the development and implementation of a variety of loss prevention and loss control programs. Programs included employee training, evaluating collision trends, identify and maximize opportunities to reduce workers' compensations and vehicle collision claims

Workers' Compensation Investigator, Equifax Services (Burbank, CA)
1988 to 1989

- Performed a detailed in-depth investigation and reported the cause and circumstances surrounding workers' compensation or death claims

Director of Public Safety, Maclin Markets (Chino, CA)
1987 to 1988

- Directed and supervised the Security Department for an open-air market (swap meet)
- Protected employees, vendors, and visitors from both civil and criminal liability. This included investigating and handling personal injury claims, bad check litigation, and the development of a companywide safety, hazardous material, disaster, and crime prevention plans
- Supervised three uniformed security officers and nine parking attendants

Safety Consultant, Consolidated Safety Inc. (Rancho Cucamonga, CA)
1986 to 1988

- A private consultant who would analyze, develop and implement multi-faceted safety and loss control programs for business, industry, and government

Education and Training

Central VA Community College – Lynchburg, VA
Liberty University – Lynchburg, VA
San Bernardino Valley College – San Bernardino, CA
Riverside Comm. College – Riverside, CA
University of California at Riverside – Riverside, CA
U.S. DOT, Transportation Safety Institute, TSI – Oklahoma City, OK

Lisle S. Ford
Director of Safety

Institute of Police Technology and Management, IPTM
University of North Florida – Orlando, FL

Credentials

- Full-Time Vocational Education Teaching Credential
- Commission on Teacher Credentialing, State of California
- Private Investigators License, #18167
- State of California, Bureau of Investigations and Security Services

Associate Staff Member of the U.S. DOT's Transportation Safety Institute, teaching the following courses since 1991

- Bus Accident Investigations – This course is designed for training and advising personnel in the transit industry on Bus Accident and Mishap Investigations. This course like the Mishap course is geared for the person to determine the cause and origin of an incident. Use this information to prevent future incidents or problems. This is a 40 hour course and I teach this approximately two times a year.
- Bus Accident – Advanced Problems – This is the advanced version of the above course. This is an 80 hour program taught once a year.
- Industrial Safety – A 40 hour course to introduce line, as well as management personnel, to the basics of safety and safety management.
- Rail Accident Investigation – I co-teach this 40 hour course with five other instructors. The course is similar to the bus accident investigation course in objective; however, geared for rail industry accidents and derailments.
- Fatigue Awareness – I developed, produced fatigue seminars which highlights the current research data as it relates to fatigue and sleep deprivation, and their relation to human performance in the transit workplace.

Past Courses Taught

- Workers' Compensation – Seminars on safety and loss prevention in the work place. Approximately four hours in length, targeting local business and industry. Information given would assist those businesses to reduce their work related injury and illness.
- Mishap Investigations – This course was taught to business and industry to enable them to investigate their own industrial accidents (mishaps). After determining cause and origin, use that information to prevent future accidents or problems from occurring.
- Loss Prevention & Control – Taught several topics on loss prevention and control in both security and safety fields to business and industry.

American Red Cross – Taught several courses for the Red Cross including; Standard & Advanced First Aid, CPR all levels, Safety and Survival in an Earthquake, and Business and Industry Safety courses. I have also taught at the Red Cross' Disaster Institute in Claremont, CA.

Kenneth Pouncey
Director of Maintenance

Mr. Kenny Pouncey is MV's proposed Director of Maintenance for the Willowbrook et al, Dial-A-Ride Service.

Experience

Director of Maintenance, MV Transportation, Inc. (Western US)
2005 – Present

- Responsible for development and oversight of company maintenance programs and policies.
- Provide support to Regional Vice Presidents.
- Provide support to operations beginning in the start up phase and throughout life of service contract regarding facility and equipment improvements
- Provide technical support to operations and maintenance staff for improved maintenance activities.
- Provide client support for the procurement of new vehicles and the integration of new technology into the fleet maintenance programs.
- Manage MV's national account program and procurement of all vehicles and shop equipment.
- Ensure compliance with Federal and State regulations and safety programs through periodic shop audits.
- Responsible for selection and lease negotiations on all MV leased property.

Program Manager, Complete Coach Works (Southern California)
2004 – 2005

- Responsible for managing the integration of Hybrid Drive systems into transit services.
- Responded to technical specifications for remanufacturing and purchase of transit vehicles that incorporate the latest in Hybrid Drive systems.
- Provided customer support for transit operators during the introduction of the of Hybrid drive systems into their fleets.
- Conducted evaluations of components and provide recommendations on the corrective measures and organized campaigns that minimized fleet down time.
- Conducted supervisor and mechanic training on programs, procedures and maintenance requirements.
- Assisted with the implementation of the first cellular based Wi-Fi system into transits buses.

Senior Director of Maintenance, Connex/TCT (Los Angeles, CA)
2003 – 2004

- Responsible for directing all maintenance functions. Developed maintenance department objectives and ensured compliance.
- Developed bid models for maintenance staffing and costing.
- Developed operation handbook to establish standards for maintenance performance and practices. Implemented automated fleet maintenance programs to track maintenance functions and reporting for North American maintenance locations.
- Negotiated for national account programs leading to significant cost reductions.
- Developed and specified parts kits for standard task in the maintenance divisions lead to reduced inventory and improved technician productivity.
- Developed a Maintenance Manager in training program for developing pool of Maintenance Managers.
- Developed bid specifications and monitored client vehicle procurements and refurbishments.
- Managed construction programs for facility lease hold improvements.

Kenneth Pouncey
Director of Maintenance

Senior Technical Specialist, Parsons Brinckerhoff (Houston, TX)
2001 – 2004

- Consultant to the transit industry to provide the most ethical and cost effective solutions to maintenance issues for various municipal transit fleet operators throughout the US.
- Responsibilities included project management for related to fleet maintenance programs.
- Managed Quality Assurance inspectors both domestically and internationally responsible for vehicle manufacturing quality assurance oversight.
- Projects included conducting fleet assessments and providing recommendations for system improvements.
- Developed technical specifications for transit vehicles that incorporated the latest in technology available equipment and fulfilled the service needs of the transit-operating environment.
- Provided guidance to transit systems on the integration of alternative fueled vehicles (including fuel cell) and advanced technology into their fleets.
- Conducted supervisor and mechanic training on the implemented programs and or procedures.
- Conducted evaluations of programs, policies and procedures in use at various transit agencies and provide recommendations for improvements and efficiencies.
- Conducted mechanic assessments and developed training recommendations for staff development.
- Conducted evaluations of components and provide recommendations on the integration for fleet reliabilities.

Maintenance Manager (Acting), Santa Monica's Big Blue Bus (Santa Monica, CA)
1998 – 2001

- Provided leadership to guide the Maintenance Division's system to fit with the vision, values, mission and goals of a major municipal organization.
- Developed, reviewed, and approved policies and procedures for the division, including: vehicle servicing and cleaning, vehicle running repairs, safety requirements and preventative maintenance inspections.
- Administered the development and execution of the City's' alternative fuel program.
- Developed specifications for parts, maintenance equipment, and vehicle replacement. Collaborated with storeroom staff to establish parameters for the inventory control program.
- Managed the division training and development program.
- Responsible for managing the daily operations for all vehicle and facility maintenance for a public transportation service.
- Assisted in developing Transit Maintenance Division performance objectives and monitored progress.
- Provided resources for the Transit Maintenance Division in order to be able to provide high quality customer service, including vehicle servicing and cleaning, vehicle running repairs, and preventive maintenance inspections.
- Directed procurement of necessary materials, parts, supplies and services in accordance with established procedures.
- Implemented Transit Maintenance Division standards and actual performance measures regarding oil and fuel consumption, roadcalls, hold list, inspections, labor and material cost.
- Prepared budget submissions for assigned area of responsibility and monitored budget expenditures.
- Prepared bid specifications and assisted in generation of staff reports for capital purchases.
- Provided intensive training and coaching for employees.

Kenneth Pouncey
Director of Maintenance

Assistant General Manager, Maintenance, Ryder/MLS (Foothill Transit) (Pomona Facility)
1995 – 1998

- Responsible for directing all maintenance functions.
- Developed maintenance department objectives and ensured compliance.
- Planned, coordinated and directed the work of maintenance staff including vehicle servicing and cleaning, vehicle running repairs, and preventive maintenance inspections.
- Procured necessary materials, parts, supplies and services in accordance with established procedures. Implemented maintenance department standards and actual performance regarding oil and fuel consumption, roadcall, hold list, inspections, labor and materials cost.
- Prepared the departmental budget and monitored budget expenditures.
- Prepared bid specifications for the capital purchase of shop equipment, and vehicle mid-life rehabs.
- Provided training and coaching for employees, conducted employee counseling and performance evaluations.

Maintenance Manager

- Responsible for daily activities for all maintenance.
- Assisted in developing maintenance department objectives and ensured compliance.
- Planned, coordinated and directed the work of maintenance staff including vehicle servicing and cleaning, vehicle running repairs, and preventive maintenance inspections.
- Procured necessary materials, parts, supplies, and services in accordance with established procedures.
- Implemented maintenance department standards and actual performance regarding oil and fuel consumption, roadcall, hold list, inspections, labor and material cost.
- Prepared budget submission for assigned area of responsibility and monitored budget expenditures.

Training Instructor, Long Beach Transit (Long Beach, CA)
1983 – 1995

- Coordinated and managed all ongoing training, development, and coaching for all maintenance employees.
- Created and implemented a ten-month long voluntary maintenance program for non-mechanical employees to become skilled for entry-level mechanic positions. Established monthly skills training for existing mechanics.
- Assisted the Human Resources Department in the recruitment and promotion of Maintenance Department employees.
- Designed and implemented new-hire maintenance employee orientation procedures. Conducted maintenance employee performance appraisals, as well as coordinating and monitoring all mandated federal, state, and local safety, environmental, and licensing training.

Maintenance Supervisor

- Responsible for planning, coordinating, and directing a team of 12-15 mechanics that repaired and serviced transit vehicles.
- Provided training and coaching for employees, and conducted employee counseling and performance evaluations.
- Enforced and administrated employer policies, procedures, and provisions of the labor agreement.
- Developed and systematized written procedures for repetitive repairs.

Kenneth Pouncey
Director of Maintenance

- Prepared, in conjunction with the Purchasing Department, bid specifications for the purchase of shop equipment.

Maintenance Mechanic

- Progressive responsibility from "C" mechanic to "A" mechanic. As a "C" mechanic, was responsible for preventive maintenance inspections and air brake system repairs.
- Responsible for engine and transmission overhauls, electrical and air conditioning repairs, and electrical diagnosis.

Education and Training

California State University Long Beach, University Extension Services

- Elements of Supervision – Certificate Program, Certificate awarded December 1986

Universal Technical Institute, Phoenix, Arizona

- Diesel Mechanics and Automotive Repair – Certificate awarded March 1982

6. Work Plan / Maintenance Staffing

DIAL-A-RIDE OPERATIONS

CUSTOMER SERVICE AND RESERVATIONS

Telephones will be staffed during all hours of service, from 7:00 a.m. to 5:30 p.m. every weekday, and from 9:00 a.m. to 1:00 p.m. on Saturdays. MV will establish a voice mail system to record any reservations requests outside of these business hours (and on specified holidays). Trip reservations will be accepted 24 hours in advance, as required.

The dispatcher/reservationist will answer calls in the order they are received, and with the same standard greeting: "Thank you for calling Willowbrook Dial-A-Ride, how may I assist you today?" The dispatcher/reservationist must attend MV-administered Telephone Doctor Customer Service Training, where they learn professional and respectful telephone skill and effective communication techniques.

A telephone display device (TDD) or other device which allows the hearing impaired to communicate with MV's team will be provided.

TRIP RESERVATIONS

If the customer is interested in making a trip reservation, the dispatcher/reservationist will ask them for his or her name or ID number, looks up their profile in Trapeze, and confirms their eligibility to use the service.

They will create a new trip in Trapeze, recording the pickup and/or dropoff locations. Common

About Trip Negotiation

The Americans with Disabilities Act allows entities to negotiate pickup times with passengers. Most authorities negotiate the requested pickup time for trips to begin within one hour before or after the individual's desired departure time. This maximizes service capacity, improves system productivity and aids in accommodating passenger demand.

Trapeze is a valuable tool in the negotiation and scheduling process. By establishing a requested time window in Trapeze, better solutions are given that meet the customers' needs, while increasing the entire transit system capacity by allowing more productive scheduling. The individual taking the call can review the impact the trip time has on a route and make informed decisions about when to negotiate.

MV understands that trip negotiations is a unique skill and provides scripts and training to assist staff in this area.

departure/arrival destinations can be saved in the customer profile screen of Trapeze. If the trip is to or from a new destination, the dispatcher/reservationist will record the location information in Trapeze, reading it back to the caller to confirm accuracy.

If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger. The dispatcher/reservationist will inquire about any special assistance needed, such as carrying bags, and include this information in the comment section of the manifest so that the operator may provide assistance within the program policies.

Once all of the trip details are recorded, they will submit the trip request and trapeze presents the best available options for scheduling the trip. If the trip cannot be scheduled at the exact time requested, the dispatcher/reservationist will attempt to negotiate a trip within one hour of the originally requested time.

At the end of each call, the customer is thanked for their business.

MV uses Trapeze in more than 40 locations and its team is highly experienced in building route templates that optimize large groups, maximize productivity, and maximize on-time performance.

PLANNING FOR PRODUCTIVITY AND ON-TIME PERFORMANCE

Dispatcher/reservationists schedule trips on specific routes based on time and location of trips. The Trapeze Software examines potential routes for the next day, as well as recently scheduled trips, and then presents several options from which to choose. This is accomplished while the customer is making a trip reservation.

By establishing templates in Trapeze, system productivity and on-time performance are managed from the start of the trip reservation process. With solid templates in place, it is critical to appropriately negotiate demand trips to fit well with the subscription trips that are already scheduled. In order to provide a superior reservations process MV employs the following:

- **Scripting –** It is important to hire dispatcher/reservationists with a strong customer service background. It is equally important to give them tools to help them work with passengers to find solutions that help both the customer and the organization. Therefore, MV has developed scripts to use when negotiating times for trips.
- **Reservations management reporting –** MV has developed a series of reports to track the number of trips booked, appropriate negotiation percentages, and other critical items, by dispatcher/reservationist in order to monitor performance and achieve desired results.

- **Reservations training –** MV trains its dispatcher/reservationists in best practices for Trapeze use, and how to leverage MV reports, monitors, and procedures to achieve success. This training arms MV's team with the tools needed to optimize service.

Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the dispatcher/reservationist looks up the trip information in Trapeze, and initiates the change. If the change is a same day request, they initiate the change and notify the vehicle operator.

In order to accommodate last minute trip changes, cancellations and requests while appropriately protecting system productivity, MV uses a "cancellation matrix" – a per day per hour analysis of historical trip cancellation trends. The dispatcher/reservationist will use this matrix to determine the right number of trips to overbook – based on the probability of cancellation volume.

During the service day, excessive time between trips (slack time) created by same-day cancellations is displayed on MV's slack monitor. By constantly monitoring slack time, MV's dispatcher/reservationist can identify where and when to place unscheduled trips in order to improve system productivity.

Setting Trapeze Parameters

On time, productive service is achieved when estimated trip times are accurately set in the system.

Trapeze has substantial parameters to allow highly accurate estimates of travel times and load times. These settings allow speeds to be set based on:

- *Time of day*
- *Geographic areas (Congestion/High Demand zones)*
- *Distance traveled*
- *Weekday/weekend*
- *Specific Service Provider or type of vehicle (sedan vs. van)*
- *Load times by location*
- *Load times by type of trip (ambulatory vs. wheelchair)*

These parameters are only useful if they appropriately reflect actual operation on the street. Therefore, MV has designed a speed analysis tool that, much like the cancellation matrix, uses historical trip performance to set and maintain these system parameters. MV adjusts these parameters seasonally to accommodate the influences in weather, seasonal tourism, school year traffic, etc. MV updates this analysis periodically, confirming that these settings remain accurate as the on-road environment changes.

Scheduling Procedures

Once reservations are closed for the day, the dispatcher/reservationist reviews the next days' routes for efficiency, and begins the batching process in Trapeze.

During the trip batching process, Trapeze examines all trips and adjusts routes based on trip times and location. This process maximizes productivity while ensuring on-time performance is maintained.

Once this process is completed, the dispatcher/reservationist reviews all routes to ensure that schedules are attainable, yet productive.

When the routes are finalized, they confirm and assign vehicles and operators to each route and determine their appropriate start-times (based on geography and time of day).

Once all routes are assigned, operator assignments are exported from Trapeze and used for MV's operator start time hotline. Operators can call this toll-free number to receive their start time for the next day.

The dispatcher/reservationist then prints the next day's manifests and the Operator Sign-On Log, expediting the check-in process on the following next day.

Dispatching and Daily Operations Procedures

The dispatcher/reservationist maintains a service log that indicates each operator's scheduled start and end times for the day. As each operator reports for work, the dispatcher/reservationist records the arrival time on the service log, which is later entered into Trapeze. The operator takes their assigned manifest, performs the pre-trip inspection and notifies dispatch when they leave the yard by indicating so on the on board MDT.

Throughout the service day, the MDT unit will guide the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the MDT unit, the information is transmitted to and the route is updated in Trapeze.

The dispatcher/reservationist will continually track vehicle status and monitor service delivery throughout the service day in Trapeze.

No-Shows

If the passenger does not appear, the operator alerts the passenger of their arrival by quickly beeping the horn. If the passenger still does not appear, the operator requests that the dispatcher/reservationist call the passenger using the MDT. If the passenger does not arrive within 5 minutes after the scheduled pick-up time has passed, the dispatcher/reservationist authorizes a no show and documents the event, and instructs the operator to move to the next stop.

MOBILITY DEVICE SECUREMENT

Providing safe transportation to persons in mobility devices is essential to the success of the Dial-A-Ride service. These passengers generally require a greater level of time and attention by the operator. This proper attention of the operator is critical to ensure the mobility device is properly secured so as to make sure the customer enjoys a safe ride. Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The operator opens the door and prepares the mobility device securement area. The lift is then deployed pursuant to specific lift procedures.

Operators will assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The operator will ensure that the brake on the mobility device is engaged, and will secure the lift safety strap. The operator must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready. Maintaining their hand on the mobility device, the operator raises the lift to the top of the lift platform. Once the lift is in place, the operator will maneuver the passenger into the vehicle and position the chair in preparation for securement. Once the passenger is in place in the securement area, the operator will request permission to begin securement procedures.

Upon consent, the operator will secure the mobility device at strength securement points; the operator will never attach securement straps to spokes or other loose components. The operator checks that the straps are secure and tight, and then requests permission to place the shoulder belt and lap restraint over passenger. Upon consent, these personal restraints are secured, and the operator notifies the passenger that they are ready to depart.

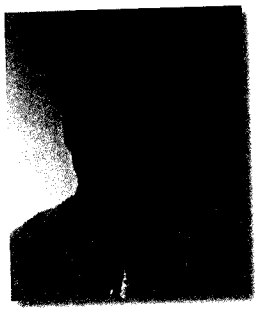
As part of MV's Driver Evaluation program, Road Supervisors perform spot checks of mobility device securement to ensure procedures are properly followed.

6.a. Staffing Plan / Maintenance Staffing Plan

6.a.1 Key Personnel

PROJECT TEAM

KORY COROTHERS, PROJECT MANAGER (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)



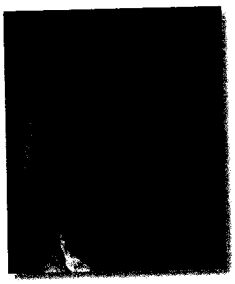
Mr. Kory Corothers brings more than 17 years of transportation experience to the County, including eight years of supervisory and management experience. In his current role, Mr. Corothers is responsible for the daily management of contracts serving the Los Angeles Metropolitan Area, including LADOT, Access Services Inc., and the Cities of Compton, Cerritos, Downey, and Torrance. Mr. Corothers oversees the operation of 81 vehicles and 118 operators, a staff of six road supervisors and four dispatchers. He also oversees operator scheduling, and reporting.

Kory ensures the operations he supervises are safe and efficient at all times, and are compliant with the requirements of the contract. He is successful through a hands-on approach. He is often found mentoring operators and making sure his staff has the resources they need to complete their duties properly.

Prior to his current position, Kory served as road supervisor for the Paramount location. He conducted field evaluations and on-street monitoring and behind the wheel training in order to ensure safe operations. Kory was also responsible for accident/incident investigation and reporting, and for monitoring adherence to safety and service regulations.

Throughout his tenure with MV, Kory has been an excellent leader, developing strong relationships with MV's employees, passengers, and Paramount staff. Prior to joining MV firm, Kory worked at Watts Labor Community Action Committee in Los Angeles, CA. When not in the office, he will be available to County staff via his cell phone 24/7. Please see Mr. Corothers's resume following this section of the proposal.

LINA PARTEN, SAFETY TRAINING MANAGER (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)



MV is proud to present Ms. Lina Parten as the Paramount Safety Training Manager. She brings more than 6 years of experience in transportation management and leads all safety and training activities at this location. Additionally, Ms. Parten oversees three transportation operations that accrue more than 30,000 total revenue hours and travel more than 325,000 miles annually.

Ms. Parten began her career in transportation serving in various positions such as Lead Dispatch, Road Supervisor and Instructor – all at MV's Paramount Division. Prior to her career in transportation, Ms. Parten worked in Bellflower, California as Teaching Assistant for the Bellflower Unified School District.

Ms. Parten has an Associate's Degree in Human Relations and Business. She is also certified as a DMV Employer Testing Examiner, Transportation Safety Institute and FTA Bus Collision Prevention & Investigation certified, TSI and FTA Instructor certified and TSI and FTA Reasonable Suspicion certified. Please find Ms. Parten's resume following this section of the proposal.

LA TARA WELCH, ADMINISTRATION MANAGER (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)

MV's Administration Manager is Ms. La Tara Welch. Ms. Welch brings significant reporting and operations experience to the County. She joined in MV's Paramount operation in 2006 as an operator and quickly progressed to Road Supervisor/Dispatcher, and Operations Supervisor (at MV's Irvine, CA location). Ms Welch has held the position of MV's Administration Manager at the Paramount location since January 2010.

As Administration Manager she is responsible for all reporting, payroll, HR documentation, and monthly operations analysis.

She has well rounded transit operational knowledge gained from her position as an Operations Supervisor, road supervisor and dispatcher. This transit operational knowledge and reporting experience makes her a highly effective Administration Manager for the County. Accuracy, reliability and team work are her hallmark. Please refer to her resume following this section of the proposal.

MARTIN CAMARGO, MAINTENANCE MANAGER (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)

Mr. Martin Camargo brings more than 18 years of maintenance experience to the County and is ASE Certified in Preventive Maintenance Inspections, Brakes, and Heating/AC. Martin will work closely with MV's Dial-A-Ride mechanics to provide the necessary support to ensure the Dial-A-Ride fleet is well maintained, reliable, and clean each and every day of service. Mr. Camargo is ASE Certified and MACS Certified – as required by Section 609 of Clean Air Act.

Martin currently serves as the maintenance manager for MV's Paramount location where he is responsible for a 80 vehicle fleet comprised of diesel, propane, CNG and gas-fueled vehicles, supported by a maintenance staff of fourteen employees. Martin has extensive experience with a broad range of vehicle and fuel types. Additionally, his established rapport with Kory and the rest of the proposed managment team will ensure they hit the ground running as soon as they begin transitioning into service. During his 8 ½ years as the Maintenance Manager at MV's Paramount facility, Martin and his team have never received an unsatisfactory CHP inspection.

Martin is also certified as a MCS Qualified DOT Brake Inspector, and has South Coast Air Quality Management District Training in refrigerant recovery and International Mobile Air Conditioning Training; he is experienced in the computerized fleet maintenance software, FleetFocus, that MV is proposing for management of the vehicles.

Martin's fluency in both English and Spanish adds extra value to his involvement with this contract, as he lends his communication skills both in the shop and in a customer service capacity. Please find Martin's resume following this section of MV's proposal.

STEPHEN ALLAN, GENERAL MANAGER (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)

Mr. Stephen Allan is General Manager of MV's Paramount operation. He will be available to the County as needed, and will support to Mr. Corothers' daily oversight of the service. Mr. Allan brings a wealth of experience to the County, with a career of more than 25 years in transportation management. He has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

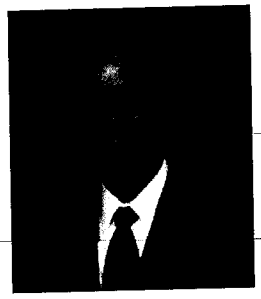
Mr. Allan joined MV in 2008, and currently manages multiple transportation contracts encompassing 138 employees from the Paramount operation. Prior to joining MV, Steve served as General Manager for Super Shuttle in Orange County where he was responsible for management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport.

Mr. Allan has a long and established career in transportation holding positions as a vehicle operator, accountant, and general manager. As president and owner of his own Super Shuttle Franchise, Steve increased revenue from $7 million a year to more than $13 million. Steve served on the Board of Directors of Super Shuttle, Inc. and also served on the Board of Directors for Orange County Tourism Council.

He began his career as a vehicle operator for 24 Hour Airport Express where he operated shuttle bus services while attending college and working towards a Bachelors of Arts in Business Administration. In this position, Stephen learned the importance of providing safe, efficient and professional transportation to his customers. Mr. Allan's resume is included following this section of the proposal.

REGIONAL TEAM

DAN MCKEEHAN, REGIONAL VICE PRESIDENT



Mr. Dan McKeehan is MV's Regional Vice President (RVP) and will serve as the County's primary contact with MV. He will be available to the County and MV's local team 24/7 by phone. As RVP, Dan works closely with clients to ensure that expectations are met and that the overall operation complies with contract requirements. Mr. McKeehan will also motivate, coach and counsel management teams to build employee and customer relations.

Dan brings more than 25 years of transportation management experience, nearly half of that time with USF Reddaway, a premier service-oriented carrier in the LTL trucking industry. While there, Dan served as Service Center Manager at various sites including Fontana, Portland, and Sacramento. His operations were chosen as "Service Center of the Year" several times during his tenure as a result of his success in growing revenue, increasing productivity, and reducing claims.

Later, Mr. McKeehan served as Director of Operations for Best Overnite Express, an Irwindale, Calif. based general commodity trucking company. In this role, he managed the full scope of operations at eight service centers encompassing 250 employees in four states.

Dan holds a Bachelor of Arts in Management and Production Operations from Cal State Fullerton, Fullerton, CA as well as an Associate of Arts in Construction Management from Orange Coast College, Costa Mesa, CA. Please refer to his resume following this section of the proposal.

LISLE FORD, DIRECTOR OF SAFETY

A veteran in the field of Safety and Loss control, Mr. Lisle Ford began his career as a safety consultant in Southern California. Throughout his career, Lisle served as a trainer, manager and investigator, focusing on the protection of individuals' safety and security.

Prior to joining MV in 2001, Lisle served as Director of Driver Development & Safety for Laidlaw Transit Services. There Lisle was responsible for development and implementation of a variety of safety and loss prevention programs.

Lisle joined MV initially as a special projects manager, where he worked closely with the company's Risk Management and HR departments. His diverse experience in the field of safety made Lisle a valued member of MV's team, assigned to a number of special projects – from startup teams to claims investigations. Lisle was soon promoted to Area Safety Manager for the Southern California Region in 2005.

As MV's Director of Safety, Lisle coordinates with MV's Project Managers and Safety & Training Manager to promote a safe, reliable and efficient operating environment. He performs safety audits to monitor each location's compliance with all training, safety and HR policies. Lisle is responsible for training and mentoring all trainers in the area and serves as a safety and training resource for all locations in his area.

Lisle is an associate staff member of the U.S. DOT's Transportation Safety Institute, a certified full-time California Vocational Educator, as well as a licensed Private Investigator. Recently, Mr. Ford was honored as the National Transit Institute's (NTI) 2009 Training Professional of the Year. He received this award in recognition of his enthusiasm and dedication to improving transit through training – an enthusiasm and dedication that has become a trademark throughout his career. Please refer to his resume following this section of the proposal.

KENNETH POUNCEY, DIRECTOR OF MAINTENANCE

Mr. Pouncey brings more than 20 years of public transportation fleet maintenance experience to the County. Kenny has overseen the safe repair and inspection of hundreds

of vehicles and has brought to MV an impressive breadth of knowledge. Throughout his career, Mr. Pouncey has implemented several alternative fuel transit programs. He has also designed and implemented a number of maintenance training and quality assurance programs. He is experienced in the vehicle inspection process, having overseen the delivery of hundreds of new vehicles, and has also managed several facilities construction projects. Mr. Pouncey's background in transit has encompassed several positions with great responsibility. In his current role as the Director of Maintenance for MV, Kenny provides ongoing support to the maintenance teams, and his guidance and leadership ensures a superior quality of vehicle maintenance and repair. Prior to joining MV in 2005, Kenny served as the Program Manager for Complete Coach Works. Managing the integration of Hybrid Drive systems into transit services, he responded to technical specifications for remanufacturing and purchase of transit vehicles incorporating the latest in Hybrid Drive systems. He conducted supervisor and mechanic training on programs, procedures and maintenance requirements.

Mr. Pouncey has a certificate in Elements of Supervision from California State University, Long Beach, and a Diesel Mechanics and Automotive Repair certificate from Universal Technical Institute. Please refer to his resume following this section of the proposal.

6.a.2 Job Descriptions

VEHICLE OPERATORS

Vehicle Operators are the critical interface to passengers and must appropriately represent Los Angeles County. The ideal operator candidate has a safety-first attitude, a professional demeanor, and excellent customer service skills.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints.

When operators report to work, they first check in at dispatch. They then 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.

They are trained to use all appropriate on-board technology, and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding schedule adherence, 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.

PROJECT MANAGER (KORY COROTHERS)

The Project Manager controls the daily operation of the service, in compliance with the policies of the County and in conformance with MV procedures. The Project Manager is responsible for service quality and route safety.

The Project Manager is an additional liaison to passengers, clients, and community members. He provides direct oversight of the road supervisors and operators, oversees the activities of the reservations and dispatch office, and works to improve service through proper management.

The Project Manager reviews all logs and paperwork from the dispatch office, and ensures all operator and supervisor shifts are covered.

SAFETY AND TRAINING MANAGER (LINA PARTEN)

The Safety and Training Manager oversees all safety and training efforts. She is responsible for ensuring effective training of operations personnel and safe operation of all service, equipment, and facilities.

She is responsible for establishing the schedule and curriculum for ongoing training activities, maintaining 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 County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The Safety and Training Manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

GENERAL MANAGER (STEPHEN ALLAN)

The General Manager is primarily responsible for operating performance and safety. This individual oversees system performance in all functions of the operation, including supervision of dispatchers, operator trainers, safety training personnel, operators, personnel administration, maintenance, safety, training, payroll, local purchasing, and contract administration.

This individual is MV's primary liaison to passengers, County staff and community members. The General Manager is also responsible for analysis and reporting of NTD data.

ADMINISTRATION MANAGER (LA TARA WELCH)

MV's Administration Manager coordinates timely processing of management reports. She is responsible for report production and ensures the accuracy of information reported. She also is responsible for payroll, fare box reconciliation and auditing all ridership reports. The Administration Manager is also responsible for HR file documentation.

MAINTENANCE MANAGER (MARTIN CAMARGO)

The Maintenance Manager is responsible for scheduling, managing, and monitoring the preventive maintenance inspection and vehicle repair program. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team regarding the maintenance performance standards outlined in the contract. He coordinates with equipment manufacturers regarding warranty issues and specialized training needs, and manages the network of vendors/suppliers necessary to obtain outside repair work and ancillary services.

The Maintenance Manager coordinates ongoing training of the maintenance staff and conducts periodic refresher training as well as new equipment training. This person also coordinates vendor provided training session and outside training services and distributes educational materials available to the team.

The Maintenance Manager works closely with the Director of Maintenance Mr. Kenny Pouncey, ensuring that corporate resources are provided as needed to support the location's maintenance operations.

ROAD SUPERVISOR (1 FULL-TIME)

The Road Supervisor will be stationed in the field and will monitor on-road activities. This individual ensures the safe and efficient operation of all vehicles, making sure MV's service is high quality.

The Road Supervisor responds to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach.

The Road Supervisor is strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.

DISPATCHER / RESERVATIONIST (TO BE USED AS NEEDED AT NO COST TO THE COUNTY)

Dispatcher/Reservationists answer calls and respond to incoming trip requests. They also respond to information requests, enter trip requests into the Trapeze Reservations software and assist in scheduling trips on a real-time basis. These personnel work to integrate their knowledge with the computer in order to improve routing, and in turn on-time performance and productivity.

As needed, MV will leverage existing dispatch staff from its Paramount location to support the needs of the Dial-A-Ride Service. The dispatcher/reservationist directs daily roll out and the return to yard of buses during all hours of operation. They coordinate with vehicle operators while in service, including the response to any incidents or emergencies. They also coordinate the use of extraboard operators, and in the event that an operator does not report on time, the dispatcher/reservationist will cover the run by assigning a stand-by operator. They also coordinate with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

A LEVEL TECHNICIAN (1 FULL-TIME)

A Level Technicians are the highest-level line mechanic. Under general supervision, A Level Technicians perform the most difficult repair tasks and supervise subordinates. Tasks

include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

VEHICLE SERVICE WORKERS (1 FULL-TIME)

The Vehicle Service Worker ensures the fleet is cleaned, detailed and fueled to the specifications of this contract, and are trained in the use of the fueling system. This person works primarily at night to clean and service all vehicles.

Position	% of dedication	% of non dedication	Revenue Service Hours
Vehicle Operators	3-100% dedicated and 1-20% dedicated (each is a Full-time employee)	3-N/A; 1-80%	7:00 a.m.– 5:30 p.m.
Road Supervisor	100%	N/A	7:00 a.m.– 5:30 p.m.
A Level Technician	25%	75%	7:00 a.m.– 5:30 p.m.
Vehicle Service Worker	22%	78%	6:00 p.m. – 1:00 a.m.

6.a.3 Hiring / Screening and Selection

MV understands that its operators, supervisors, and ambassadors must possess the professionalism and positive demeanor to appropriately represent the County in the provision of this service. A stringent hiring process is essential to identifying the best candidates to fill this role.

After an interested applicant completes an application online, the application is reviewed by the on-site hiring manager. If the application demonstrates that the candidate has the experience needed to perform the job, the candidate is invited to an interview.

The hiring manager uses behavior-based interviewing techniques demonstrate the applicant's past behaviors and how they will fit at the company. Interviews focus on driving abilities, as well as strengths in customer service. After a candidate successfully completes the interview portion of the process, their credentials are qualified.

MV's qualifications department manages and processes all employment screens pursuant to company policy and client standards (whichever is more stringent). All qualifications personnel are trained in the complete and unbiased employee screening process.

Using a paperless application process, applicants submit their qualifications online and the following background checks and reviews are performed:

Review Type	Description	Criteria
Motor Vehicle Record Review	Applicants must provide a current and valid driving record that shows an applicant's driving history.	No more than 2 points in the past three years, with no DWI/DUI convictions within the last 10 years. Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements. If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
Criminal History Checks	MV conducts background checks on all employees through Hire Rite (formerly USIS).	A felony criminal conviction within the last 10 years will not be eligible for employment. Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.
Prior Employment References	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
Pre-Employment Drug and Alcohol Screen	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection. Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.

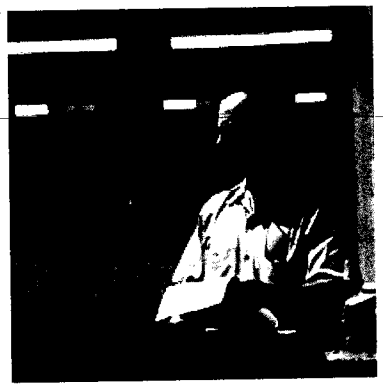
Pre-Employment Physical Examinations	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice. Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

RETAINING EXISTING EMPLOYEES – LABOR CODE 1070

MV Transportation declares that it will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by the 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.

Please refer to section 6.h. of MV's proposal for retention strategies.

6.a.4 Supervisory Tasks – Road Supervision



MV has proposed a full-time 100% dedicated Road Supervisor for the Dial-A-Ride Service.

Road Supervisors are stationed in the field and monitors on-road activities. These individuals ensure the safe and efficient operation of all vehicles, making sure service is high quality.

Road Supervisors respond to on-road situations (incidents, accidents, and passenger disturbances). They also provide on-road observations and perform passenger outreach.

Road Supervisors are strategically placed within the service area in a way that minimizes response time. They are dispatched to the scene of any breakdowns, incidents/accidents, etc.

Road Supervisors will report to Mr. Corothers and will have at least one year of driving experience or six months of experience in a supervisory role in a similar transportation system. MV estimates that 100% of their time will be devoted to schedule adherence checks and road supervision.

OPERATOR EVALUATION PROCEDURES

Continuous on-road observations ensure positive service quality and strong employee management. Road supervisors observe operators twice annually (minimum) in order to identify retraining needs and evaluate their performance. These road observations include the following reviews:

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 verified to ensure proper certifications are up to date and in the operators' possession.

UN-OBSERVED SERVICE CHECKS

Un-observed 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.

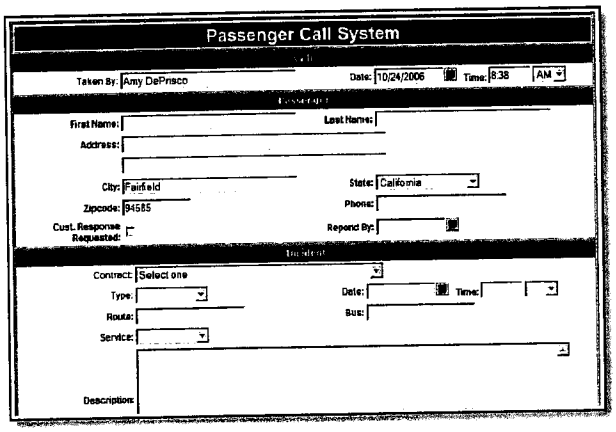
PULLOUT INSPECTIONS

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.

6.a.5 Supervisory Tasks – Complaint Investigation and Response

Customer comments, complaints and commendations are an excellent method of gauging service quality and understanding where improvement is needed.

To determine areas where service-wide refresher training is required versus employee specific retraining, MV reports complaints using a web based custom software housed on MV's intranet site. MV will provide County staff access to this site as well. Complaint trends are tracked to identify recurrence of complaints by type and/or employee.



All employees are instructed to exhibit professionalism and care when receiving a complaint. MV does not tolerate any employee engaging in hostile conversation with a passenger, client or coworker. MV's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Inform the customer that a supervisor will contact them as soon as possible.
- MV will immediately take appropriate action to begin investigation and determine validity. Complaints that are serious in nature must immediately be brought to the attention of Mr. Allan, Mr. McKeehan, and the County.
- Mr. Corothers will work with the Safety and Training Manager regarding all validated complaints to ensure appropriate retraining is conducted.

To determine validity, all complaints must be investigated. 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, the dispatcher/reservationist and staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of all dispatch logs and manifests/run sheets

If, after the investigation, the complaint is validated, all documentation related to the complaint is filed in the affected employee(s') 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.

MV's Project Manager, Mr. Kory Corothers will be responsible for this function. He will devote approximately 2% of his time to this task.

6.a.6 Supervisory Tasks – Reporting

MV's Administration Manager, Ms. La Tara Welch will be responsible for reporting all information required by the County. As Project Manager, Mr. Kory Corothers will hold oversight authority of this important task. Please refer to section 13 of MV's proposal for a description of MV's reporting capabilities. MV estimates that 10% of Ms. Welch's time will be devoted to this task.

6.a.7 Supervisory Tasks – Training

MV's operator training supervisory responsibility rests with the Safety Training Manager, Ms. Lina Parten. MV estimates that 10% of her will be devoted to this task. Please refer to section 6.a.1 of MV's proposal for detail regarding her credentials. In addition, section 6.g.of the proposal contains detail regarding MV's operator training procedures.

6.b. Communication Equipment

MV communications configuration and equipment are in compliance with RFP Exhibit A requirements for this project.

- **Service Vehicle Communication Equipment:** MV will provide Nextel radios for each service vehicle.
- **Dispatch Software and Advanced Vehicle Electronics:** MV will provide Trapeze reservation and scheduling software and Mentor Ranger MDTs. The MDTs are in excellent working condition and have been previously used by MV in another operation.
- **County Vehicle Remote Sensing Devices:** MV understands that the County may install Remote Sensing Devices (RSD) on the service vehicles which will be used to

monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system.

- **Internet Access and Email:** MV's Paramount location is equipped with Internet access. All managers have access to email communications.
- **Office Staff Computer Skills:** MV's office staff must be proficient in Microsoft Word, Excel, and Outlook.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service.
- **24-Hour Contact Information:** A 24 hour contact (Mr. Corothers or designee) will be provided to the County as required.

6.c. Storage and Maintenance Facilities

The configuration of MV's 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, 5 offices and 5 workstations, dispatch office, operator break area and one training room. Additionally, there are 4,000 square feet of indoor space to perform all vehicle maintenance with 2 drive-thru service bays. The yard is situated on 2 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.

6.d. Timely Response with ADA Compliant Vehicle

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 60-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 disabled passengers to board with their guide animals. This may include animals other than guide 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).

6.e. California Highway Patrol (CHP) Annual Inspections

MV operates more transit services in the State of California than any other company. It is responsible for more than 50 operating locations which are subject to California Highway Patrol (CHP) terminal inspections. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits.

MV has maintained an outstanding record with the CHP in achieving satisfactory ratings.

MV has included copies of the Paramount facility's prior three CHP inspection reports for review.

6.f. Safety and Security Plan

"Total attention to safety is not simply a part of our job - it must be the foundation on which thing we do is built. It is a commitment by members of the MV Team to our passengers, our employees and our community."

Keith Whalen, Chief Development Officer

MV's safety program promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

- Guiding safety policies for bus, facility, and maintenance operations;
- Best of class operator training and certified instructor programs;
- Safety awareness driven by constant communication, recognition, and education;
- Proactive enforcement of safe driving behavior using DriveCam;
- Regular inspections and compliance with regulatory requirements; and
- Risk reduction and security threat detection.

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 35 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 TRAINING

OPERATOR TRAINING AND CERTIFIED INSTRUCTOR PROGRAMS

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the

particular training needs of a client or operating environment; however successful inclusion of the base program is required.

Classroom training is followed by pre-driving skill, observation, and behind the wheel training – where classroom training is put into action in the field.

This training defines the 26 performance standards that all trainees must meet. Each standard is described in detail, checkpoints to success are outlined, failure to acheive the standard is defined, and mastery tips for operators to use in operation are provided.

All operator training is facilitated by an MV-certified training instructor.

SAFETY AWARENESS

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging and recognition. Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

DAILY SAFETY MESSAGE

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.

LOCATION SAFETY COMMITTEE

Each MV location has a Location Safety Committee (LSC). This committee works together to create and maintain a safe work environment for all employees.

The LSC has a significant role in implementing MV's System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or more representatives from each department, and is facilitated by Mr. Allen and Ms. Parten.

SAFETY MEETINGS

Safety meetings offer an opportunity to provide VTT required refresher training and address timely topics. All employees must attend this two hour long meeting six times per year.

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 topics 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, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

Additionally, monthly safety task are assigned with the Safety meeting schedule. These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations are provided with 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.

OPERATOR TRAINING REFRESHER

In addition to refresher training provided during MV's monthly safety meetings, MV requires mandatory retraining at the following points of operators' employment:

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
Post Accident / for cause	Required for any operator who has received a "preventable" rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.

Type of Retraining	When it is provided	Length of Training	Description of Training
Seasonal Refreshers	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.

SAFETY RECOGNITION PROGRAMS

MV offers safety-based programs that recognize employees for safe behavior:

- **$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a $200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator of the Quarter:** 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.

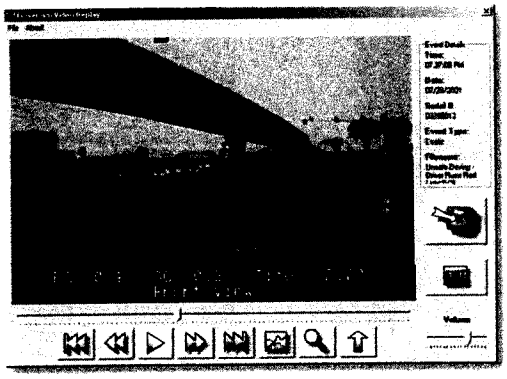
SAFE DRIVING BEHAVIOR USING DRIVECAM

"DriveCam is like having a supervisor on the bus all day. Most companies now have DriveCam in their vehicles, but few have the company-wide dedication to full utilization like MV."

Alex Guariento, Senior Vice President

DriveCam allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs. Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number vehicular incidents, and collisions in government and commercial vehicles. It has reduced vehicle damages and costs

(workers' compensation and personal injury) by more than 50 percent in more than 130,000 vehicles.[2]



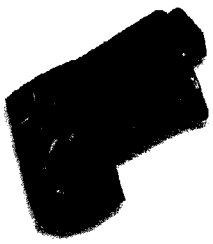
MV uses an internet-based reporting system that allows oversight and tracking of follow up. Again, the system offers little value if the information obtained is not used to drive out unsafe acts. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

In 2004, MV launched a national safety initiative to install the DriveCam system in its operating vehicles. Today, more than 5,000 of the vehicles operated by MV benefit from DriveCam. MV will install DriveCam in each of the County vehicles with the County's permission.

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event. MV is able to control the amount of footage saved before and after the incident (for example, 20 seconds before and after) in order to view the actions leading to the incident.

Built-in GPS and wireless connectivity enables clips to be sent from any location immediately after an incident occurs. Clips include specific data regarding event location, and vehicle movement and speed.

MV contracts with DriveCam Managed Services for all event review. Trained and certified Driving Risk Analysts review all event recordings and assign a risk score. Reviewed and scored clips are published on a secure website and accessible MV's management, regional, and support teams.



As coaching opportunities are identified, they are brought to the attention to the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators

[2] *http://www.drivecam.com/Fleet/Fleet-Risk-Management-Solutions.aspx*

repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV's employment policies.

INSPECTIONS AND COMPLIANCE

COMPLIANCE WITH REGULATORY AGENCIES

MV complies with all Federal, State and Local Safety Environmental Laws, Regulations, Rules, Codes and Orders required of its contracts and locations. MV will coordinate periodic external audits that may be required by these governing agencies. MV has a superior record with these types of audits and welcomes their visits.

MV also complies with each state's individual needs specifically relating to environmental regulations regarding air, water and noise pollution and hazardous materials regulations.

In addition, the following federal agencies may conduct periodic audits:

- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.
- **The Federal Transit Authority (FTA)**, a DOT agency that is responsible for federal funding (capital and operating) of transit authorities and oversight of those expenditures. The FTA also compiles safety data on all transit agencies.
- **The Federal Motor Carrier Safety Administration (FMCSA),** a DOT regulatory agency that is responsible to promulgate carrier safety standards and has oversight of interstate carrier safety.
- **The Occupational Safety and Health Administration (OSHA)** develops and enforces federal regulations related to workplace safety, including maintenance shops, offices and field activities. MV is regulated by OSHA and is required to follow OSHA guidelines and all standards incorporated by reference in the Code of Federal Regulations.
- **The Environmental Protection Agency (EPA)** develops and enforces federal regulation related to air, water and noise pollution and hazardous materials regulation.

SAFETY INSPECTIONS

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance. These inspections include (at minimum) monthly safety inspections conducted by the General Manager, and the following annual inspections:

- **Safety Management Inspections:** 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.
- **Maintenance Safety Inspections:** These inspections assure location 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 Director of Maintenance.

MV also welcomes County facility inspections.

SECURITY THREAT DETECTION

SYSTEM SECURITY AWARENESS CLASSROOM TRAINING

MV's classroom training includes a thirty minute presentation of the Warning Signs video, produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

NTI National Transit Institute

This training video emphasizes the responsibility of transit professionals to extend the reach of law enforcement agencies in ensuring the safety and security of their transit systems.

Employees learn to thoroughly inspect vehicles and work areas for anything out of place, and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location, and the time rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for identifying chemical and biological weapons, and what steps to take in the event of an emergency.

SYSTEM SAFETY PROGRAM PLAN (SSPP)

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). A copy of this plan is available upon request.

The goals of MV's Safety Plan are to:

- Identify, eliminate, minimize, and/or control safety hazards and risks;
- Provide a superior level of safety in transit operations;
- Support the safety efforts of the clients MV serves;
- Achieve and maintain a safe work environment; and,
- Comply with all regulatory agencies requirements.

This program is audited biannually to ensure adequate overall compliance with the SSPP, operating rules, regulations, standards, codes and procedures.

SYSTEM SECURITY AND EMERGENCY PREPAREDNESS

The System Security and Emergency Preparedness Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures. A copy of this plan is available upon request.

MV's SSEPP was developed in cooperation with the U.S. Department of Transportation's Federal Transit Administration (FTA), Office of Transit's System Security and Emergency Preparedness Training and Technical Assistance Program.

6.g. Training

OPERATOR TRAINING PROGRAM

MV's New Driver Development Program provides consistent and thorough training to all new operators. The comprehensive base program is customizable on a local level to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

Training Type	Course Total
Classroom	20.25 hours
Pre-Driving Skills	4.5
Observation	22.0
Behind the Wheel	21.0
Cadetting	16.0
TOTAL HOURS	83.75

CLASSROOM TRAINING

The instructor-led classroom training is based on an adult-learning interactive training model and uses 31 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. 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 provided in the appendix of this proposal.

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% or higher in order to proceed to behind the wheel training.

Upon successful completion of classroom training, students receive instruction in Pre-Driving Skills, Observation, and Behind the Wheel Training.

CPR AND FIRST AID TRAINING

MV coordinates CPR and First Aid training with community organizations, such as local EMT or medical facilities, whenever possible. This provides a great opportunity for MV staff to connect with the community. If these resources are not readily available, MV provides on-site training from a certified American Red Cross trainer.

MV is aware of the guidelines set forth by U.S. Occupational Safety & Health Administration (OSHA), for basic CPR and First Aid Training. The following includes, but does not limit, the topics in which staff must become proficient:

- The importance of quick response to First Aid situations

- Basic First Aid intervention
- Basic Adult Cardiopulmonary Resuscitation (CPR)
- Universal precautions for self-protection

MV also coordinates training for specific injuries so that they may quickly respond to particular emergency situations. These training topics include:

- Shock
- Bleeding
- Poisoning
- Burns
- Extreme Temperatures
- Musculoskeletal Injuries
- Animal Bites and Insect Stings
- Medical Emergencies
- Confined Spaces

Adequate First Aid supplies are readily available in MV facilities, including suitable equipment for quick emergency drenching or flushing of the eyes and body. MV pays special attention to these elements to ensure all procedures, supplies and facilities are in compliance with OSHA standards and guidelines.

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 complete handle a vehicles. 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 he has 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. Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation.

Additionally, during BTW training, students will visit major trip generators. This familiarizes students with common stops and establishes relationships with passengers within the service.

Classroom Training Focus: Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of the 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 passenger safety, training and monitoring in this area extends beyond the initial training period.

RADIO RETRAINING

All vehicle operators will be required to undergo training in radio procedures. MV operators follow the procedures below for the use of the two-way radio system:

- Ensure the radio is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to Dispatch.

- Use of the MV provided radio only is permitted, and use is limited to official business; personal messages are not to be broadcast.
- Rude, vulgar, abusive, or other unprofessional language on the radio is expressly prohibited and may result in disciplinary action.
- Volume on the radio must be kept at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Avoid operating the radio while driving in demanding situations. Using the radio during such situations will detract from safe driving. Do not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Plan messages in advance so that they are short and concise.
- 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).
- While in service, the dispatcher/reservationist is the operator's immediate supervisor. Instructions from dispatch must be followed at all times.
- Use County or MV provided codes whenever possible to expedite and clarify radio communications.

ROAD CALL RETRAINING

All vehicle operators will be required to undergo training in road call procedures. This training will include instruction on troubleshooting, working with maintenance, passenger handling, and communication.

TRAPEZE SPECIFIC TRAINING

MV leads the passenger transportation industry in "Best Use" practices of the Trapeze Software, while applying practical operational experience to enhance the software system. MV will use its custom designed Trapeze Training Curriculum.

MV will provide this training to the dispatcher/reservationist to ensure they have a complete understanding of the Trapeze system. They will learn daily operations procedures, how to perform system checks for evaluating performance, and the proper techniques of

adjusting the system to continually optimize the quality of service. A basic outline of this training is provided below.

MV's Sample Trapeze Training Curriculum (24 hours)		
Trip Admin and Events Tracker/Log	The Schedule Editor	Dispatching
▪ Trip Administration – Reviewing a Trip – Modifying Trip Information – Canceling Trips – Views and filters ▪ Reviewing Trip history with Events Tracker – Booking ID – Run ID – Client ID – Aborted ▪ Adding Comments to the Event Log – Access from Events Tracker – Modifying Event Log comments ▪ What is the Difference between Subscriptions, Activated, and Casual trips? ▪ Changes to a Subscription Trip ▪ Discussion of Batch Scheduling versus Real Time Scheduling ▪ How to Batch Schedule Trips ▪ Discussion of Different Schedule Types and Environments – Live – Template – Training – Others ▪ Troubleshooting – why trips won't schedule ▪ Hands On Practice	▪ Overview ▪ Setting the Options for the Screen – Information Filters – Information Layout ▪ Moving Around the Schedule Editor ▪ Selecting Different Views – Schedules – Runs – Run Itinerary – Client Itinerary – Client Bookings – Unscheduled Trips – All Runs/All Trips ▪ Manipulating Trips ▪ Events Tracker/Log Revisited ▪ Handling Transfer Trips ▪ Editing Trip Information ▪ Inserting operator Breaks – Regular Breaks – Lunches – Refueling – Out of Service ▪ Hands On Practice	▪ The Dispatch Monitor – What are Incidents? – Moving Around in the incident Section – Clearing incidents . When . How . And Why ▪ Vehicles Section – Moving Around – Vehicle Assignments – Vehicle Operator Itineraries – Checking Lates – Checking Insertions ▪ Unassigned Section – Moving Around in the Unassigned Section – Clients – Runs ▪ Accessing the Schedule Editor from Dispatch – No Showing/Canceling Trips – Performing Trips ▪ Optimizing Schedules ▪ Adding/Removing Runs ▪ Dealing with Violations – Standard Violations – Transfer Violations ▪ Real-time Dispatching – How does it Work? ▪ Events Tracker/Log Revisited

DISPATCH AND CUSTOMER SERVICE TRAINING

The function of effective dispatching is both an art and a science. It takes a particular talent to perform these tasks efficiently and effectively. It is MV's position that this can only be learned from direct experience. Similarly, talent and ability at dispatching can only be

judged in the actual performance and not in an interview, as knowledge of the service area, operations policies, and geographic area familiarity is essential.

Dispatcher training consists of a minimum of 40 hours on-the job training. During the course of that training, the following areas will be covered:

- **Dispatcher Overview:** Video, Essential Skills for Dispatching.
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, Receiving Customer Comments
- **ADA:** ADA Requirements
- **Telephone Doctor:** Telephone Courtesy, Customer Relations and Problem solving techniques (see description below)
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** includes Rollout Log, bus assignments, use of extraboard, daily labor control, checking DVIs and paperwork.
- **Operator Supervision:** Reasonable Suspicion, including video and handouts of their role in Administering FTA Drug and Alcohol Regulations. Includes instruction in basic discipline, attendance procedures, extra board management and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

TELEPHONE DOCTOR® PHONE TRAINING

Good Customer Service begins with comprehensive training. To enhance this area of service, MV will employ the "Telephone Doctor" customer service training for all office staff. This 2.5 hour program focuses on improving the way MV and its employees communicate with customers. The program is DVD and live training role-play based. It teaches common-sense skills to drive "passenger friendly" communication that is easy to learn and apply. This service orientation program helps employees learn valuable communications skills in modules such as:

- **The Service Mentality:** teaches the proper mind-set of serving passengers. Identifies and highlights the basic characteristics and traits of people who demonstrate excellent customer service

- **Determining Needs:** Listening Skills and Questioning Techniques; How to become an effective listener; Internal and External Communications
- **Changing Perception:** Learning non-visual communication; Finding the right attitude on the phone
- **Coaching Skills:** Ways to improve performance; Difference between training, coaching and counseling; Developing managers and supervisors
- **Five Forbidden Phrases:** What they are and how passengers will react; Changing the message to achieve your desired results
- **Six Cardinal Rules of Customer Service:** Humorous real-life examples of what to do (and what not to do) when faced with common situations
- **Proactive Customer Service:** Building rapport with regular callers; Providing adequate information the first time
- **The Welcomed Guest:** Employees on the phone are ambassadors of the company; Enhancing their ability to represent the service well

ROAD SUPERVISOR TRAINING

Supervisors are required to enroll in a number of key training courses including accident investigation and prevention (modeled after the TSI class and presented in electronic and lecture/discussion format), passenger service, sensitivity, reasonable suspicion and employee relations. In addition, MV has developed a Road Supervisor program that includes the following training modules:

- **Your Role as a Supervisor (Management Training and Decision Making):** Road Supervisors are frequently exposed to sensitive situations and are expected to represent MV and its clients. This training teaches Road Supervisors how to handle various scenarios, while upholding company and client policy and procedure. The course focuses on leading by example and management best practices, with practical application to real-life scenarios. (1 hour)
- **Biohazard Training and Employee Contact Awareness:** This course covers specifics in handling Bloodborne Pathogens and other hazards in dealing with persons with communicable disease. This focuses on personal and passenger safety, as well as containing and cleaning Biohazard spills, in order to maintain safety and service reliability. (1 hour)
- **Communications (Operational Communications):** The Operational Communications module focuses on all aspects of communication and effective

feedback from supervisory to operating personnel. Specific sections detail: communications with passengers, their needs, and understanding of the services provided; how to provide a calm and controlled environment by managing personal stress and in dealing with upset passengers; and how to properly document all situations. This section also training on clear, effective communication and understanding the tasks at hand. (1 hour)

- **Accident Fundamentals (Incident and Accident Management):** Using template-assisted post collision drawings, this training focuses on the importance of proper picture documentation, witness interviewing and accident location safety. How to control of the environment until authorities arrive, and the importance of calm and effective communication with passengers, bystanders and employees in dealing with sensitive situations. (1 hour)
- **Route Management (Maintaining Schedules):** This section helps supervisors understand the theories behind effective service adjustments in the event of a delay. Additionally, how standard operating procedures and detailed job descriptions assist employees in understanding their roles in serving operators and passengers. Road Supervisors learn how to coach and mentor operators to improve performance. (1 hour)
- **Specific Equipment Training (Vehicle Equipment and Familiarization):** Supervisors are required to be familiar with each of the vehicle types that make up their specific locations fleet (and be certified to operate each). This session includes discussion about safety components of each vehicle, proper operation of all vehicle systems, and a review of the troubleshooting guide that maintenance prepares for dispatch at each location. (1 hour)
- **System Security and Emergency Preparedness Plan (Transit Security and incident command systems):** This training is a review and test of knowledge of MV SSEPP Plan, as well as local contract and service specific plans. Training includes response to scenarios typical to transit operations, a review of specific site plans and security measures, and identification of potential hazards while on (and off) duty. This includes a discussion on how to coordinate effectively with all departments and the County should an emergency occur. (2 hours)

MAINTENANCE TRAINING

BASIC TRAINING

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 policy, procedures, and requirements is provided. This training is provided by the Maintenance Manager.

Basic maintenance training includes a demonstration of all tools and equipment (including FleetFocus), and review of all safety procedures and hazmat requirements. 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

FORD MOTOR COMPANY TRAINING

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.

Although the County fleet does not include the use of Ford specific vehicles, the courses in electrical, climate control, steering and suspension, and basic braking apply universally and are available for all MV mechanics.

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. If an employee attains more than one Master Certification, they become eligible to receive a $500 annual bonus.

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, ElDorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Carrier, Goodyear, Supreme, and Bluebird) for training.

MANAGEMENT TRAINING

MV UNIVERSITY

Created by MV's Learning and Development department, MV University is led by a Director of Learning and Development who oversees all aspects of managerial training and development.

This cohort learning program is high impact focused learning setting that is aimed at developing skills of the frontline operations leaders. The coursework focuses on core building blocks of transit operations including topics such as:

- Safety Management
- Human Resources
- Contract and Client Relations
- Maintenance Management
- Risk Management
- Finance and Accounting
- Basic Daily Duties

6.h. Recruitment and Replacement

Please refer to section 6.a.3, *Hiring/Screening and Selection* for MV's hiring practices.

MV understands that maintaining a skilled, steady operations team is critical to service excellence and continuity. Successful employee retention is possible when an employer invests in the development of its workers through compensation, incentives, training, and open communication between management and staff. MV employs a number of methods that use these avenues to encourage employee longevity:

Compensation: MV's compensation package includes competitive wages, health benefits, paid time off for holidays and vacation, and a 401(k) program.

Bonuses: MV also offers a $200 safety bonus for qualifying operators who consistently practice safe driving.

Proper Training: MV's training program is designed to provide a superior level of training to each new and existing employee. For a new operator, proper training instills a high level of confidence and pride of work – this is a critical element in maintaining high levels of operator retention.

Open Door Policy: MV's Open Door Policy is posted in each location and is detailed in the employee handbook given to employees at their time of hire. The policy stresses employee input as critical to MV's success and encourages employees to bring their suggestions, ideas, and concerns to the attention of their supervisor. Further, employees may bring complaints or concerns directly to the attention of the Senior Vice President of Human Resources by calling the Open Door Hotline. All expressed issues will be investigated and resolved. This policy gives employees the assurance that their input will be used to create a positive work environment.

Positive Work Environment: MV offers a unique "family atmosphere" where managers are empowered to introduce interesting motivation techniques – some locations have barbeques or picnics, some have raffles and some monthly prizes.

Opportunity to Grow: MV recognizes the potential of each employee in the company. Today's operators can be tomorrow's leaders; in fact, MV's principal owners and the majority of MV's senior level executives began their careers on the front lines. As a growing company MV invests heavily in the training and development of its employees, promoting from within whenever the opportunity is available.

6.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 Dial-A-Ride operator team.

All operators are required to wear the uniform provided by MV. 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.

6.j. Communications

DISPATCH AND ON ROAD COMMUNICATIONS

As operators report for work, the dispatcher/reservationist will update the Operator Sign-On Log and hand the operator their run sheets. The operator will complete his/her pre-trip inspection on the vehicle and will radio the dispatcher/reservationist when leaving the yard. The dispatcher/reservationist 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.

At the end of the service day and/or upon completion of the route, operators will return to the yard and radio the dispatcher/reservationist upon arrival at the yard so they 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/reservationist. The dispatcher/reservationist will check each operator out on the service log and review the Operator Log.

COMMUNICATION WITH THE COUNTY

MV will meet with the County on a monthly basis to review service quality and performance standards, and make recommendations about service delivery improvements.

6.k. Transition Plan

MV's transition plan recognizes that a solid implementation methodology and strong management approach are critical to ensuring a smooth transition of service. MV is aware of the impact a service transition has on the riding experience, and it is steadfast in its efforts to minimize system disruption.

MV's transition experience ranges from phased in, multi-year startups to emergency, overnight transitions. The company's extensive network of experienced support personnel ensures focus on organization, efficiency, and quality service.

IMPLEMENTATION METHODOLOGY

MV's implementation methodology is built upon effective communication and relentless attention to detail. Daily MV transition meetings are a core component to ensuring effective and frequent communication among the transition team while quickly correcting problems. The focus of these meeting is to review the complete startup plan and to identify successes and also the challenges. Biweekly meetings with the County will keep County staff informed and up to date on MV's activities. These meetings also provide an opportunity to communicate potential challenges.

MV follows a detailed startup schedule that identifies each task, subtask, dependant tasks, duration/timeline, and staff assignment. This is a fluid document that will be appended and adjusted as tasks are completed and if additional needs arise. An item on the schedule will not be marked "complete" until it is verified by the startup manager.

This schedule is reviewed closely throughout the startup. It is the document that guides transition meetings, and it is constantly reviewed to ensure tasks are completed on time or early.

MANAGEMENT APPROACH

Mr. Allan will oversee all startup activities and serve as MV's full-time Transition Manager for this project. He will report to Mr. Dan McKeehan, Regional Vice President, and work closely with Mr. Kory Corothers, Project Manager. Together, this team directs all elements of the transition.

The table represents the responsibilities of MV's transition team.

Transition Duties	Responsible Team Member
Team Oversight	John Siragusa, Western Region President
Client Liaison & Contract Compliance	John Siragusa, Western Region President Dan McKeehan, Regional Vice President Steve Allan, General Manager
Scheduling & Operator Assignments	Kory Corothers, Project Manager
Operator Training & Recruiting	Lina Parten, Safety & Training Manager
Security / Emergency Planning & Assessments	Lina Parten, Safety & Training Manager Alex Guariento, SVP Safety & Training
Human Resources	Cristina Pereira, Director of Human Resources
Passenger Relations	Steve Allan, General Manager
Service Quality & Contract Liaison	Steve Allan, General Manager Dan McKeehan, Regional Vice President John Siragusa, Western Region President
Fleet Transition, Maintenance, Equipment & Facilities	Kenny Pouncey, Director of Maintenance Martin Camargo, Maintenance Manager
Personnel & Training	Alex Guariento, SVP Safety & Training
Budgeting & Finance	Jessica Furey, Controller

RESOURCE TRANSITION

PERSONNEL RESOURCES

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. These individuals will be retained in their present position, at their current 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.

VEHICLE OPERATOR TRAINING

In addition to pre-employment screening, MV conducts on-road evaluations of all operators, and provides orientation and refresher training for all existing operators.

MV will request to conduct operator evaluations in-service. This approach promotes efficiency and minimizes inconvenience to the operator team. If this request cannot be accommodated, MV will schedule evaluations during off-duty hours.

MV will 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. Should this request be denied, MV will advise employees to obtain copies of their training files directly.

All existing vehicle operators will undergo a modified version of MV's operator training program which includes a company orientation session and customer service training. Classes will be offered during weekends and nights to accommodate work schedules. All new vehicle operators will undergo MV's full New Vehicle Operator Training Program.

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

The fleet inspection and transition will be managed by MV's Director of Maintenance, Mr. Pouncey. He will facilitate MV's communication with the County and the outgoing provider regarding the fleet, serving as MV's maintenance representative to the County.

7. Quality Assurance Program

MV has a comprehensive Quality Assurance Program at the corporate level that applies to all of its operating divisions. This program consists of Maintenance, Safety, and Operations Reviews, conducted at least annually at each location by regional support personnel. Areas reviewed include:

- Creation of a contractual compliance checklist.
- Discussion with County staff about whether it is pleased with MV's service, whether MV is meeting the County's goals, and any problem areas that need to be addressed.
- Discussions with staff members about local management techniques, responsiveness to their concerns and their satisfaction with their job, equipment, etc.
- Inspections of the facility, fleet and record keeping ensuring that the local division complies with company policies and contract requirements.
- Analysis of system performance statistics including customer service comments/ complaints, maintenance, accident ratios, overtime, turnover ratio, etc.

7.a. Policies and Procedures

As Project Manager, Mr. Kory Corothers will be responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints. As General Manager, Mr. Stephen Allan will hold ultimate responsibility for compliance.

EMPLOYEE HANDBOOK

MV's General Administration and Management programs start at hiring, when each employee receives written standards of conduct and performance as well as employment policy and guidelines in the Employee Handbook. It also 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. In addition, a description of MV's Drug and Alcohol Policy in included clearly defining the expectations of each employee in this area, and due notice of all substance testing. A copy of the handbook is included in the binder pocket of this proposal.

EQUAL OPPORTUNITY EMPLOYER

MV has an Equal Opportunity Employment (EEO) policy to 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 law. MV will take affirmative actions to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their age, race, religion, color, sex, disability, national origin or any other characteristic protected by law. Such actions include, but are not limited to the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

COMMITMENT TO EQUAL OPPORTUNITY PRACTICES

It is the policy of MV Transportation that employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, religion, sex, national origin, age, sexual orientation or any other characteristic protected by law. In addition, it is MV Transportation's policy to provide an environment that is free of unlawful harassment of any kind, including that, which is sexual, age-related, or ethnic. This policy statement governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment.

EQUITABLE LABOR MANAGEMENT PRACTICES

MV holds a record of equitable labor management practices. It has been its long-standing custom to implement equitable management practices such as progressive discipline, open door policies and employee development and empowerment. Not only does MV have steering committees that empower front-line employees to effect change within their specific locations, but the company also created the "Bridges Committee", a group of individuals whose specific focus is the oversight and protection of the company mission, vision and values across the organization as a whole. MV's lack of conflict in the area of labor management, demonstrates its ability to preserve positive relationships with employees, whether covered by a collective bargaining agreement or not. In the end, MV remains committed to nurturing the connection with each employee, through mutual respect, individual development and continual recognition.

DISCRIMINATION AND HARASSMENT PROHIBITION POLICIES

All company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent or third parties with whom MV employees interact during the course of their employment.

Any employee who believes that he or she has been the subject of sexual or any other form of harassment or observed any harassment is trained and encouraged to bring the matter to the attention of their supervisor, any executive or any human resources employee. Alternatively, they may contact the Employee Relations Hotline, 877- 687-2338.

EMPLOYEE COMPLAINTS

Open and honest communication is paramount to success. In a constant effort to promote a culture of honesty and respect, MV uses an Open Door Policy. All employees are expected to communicate in a sincere and honest manner at all times.

Any time an employee has a problem, s/he is encouraged to bring the issue to the attention of their manager. If the matter is not resolved, he or she is encouraged to use the procedure outlined below.

Step 1: Discuss issue or complaint with your manager as soon as possible. Not reporting the issue or complaining to others will not solve anything. Once the manager is aware of the situation, s/he will verbally respond.

Step 2: If the issue or complaint is not resolved, employees are instructed to take one of the following actions:

- Report the issue by telephone by calling MV's employee relations hotline, 1-800-687-2338.
- Report the issue online at www.mvtransit.com/hotlines.
- Prepare a signed, dated written account of the issue and send to MV's EVP of Human Resources.

Step 3: If the issue or complaint is not resolved with Step 2, employees may request a meeting with their Vice President. After this meeting, the Vice President will respond in writing.

7.b. Inspection Fundamentals

MV has a comprehensive Quality Assurance Program at the corporate level that applies to all of its operating divisions. This program consists of Maintenance, Safety, and Operations Reviews, conducted at least annually at each location by regional support personnel. Areas reviewed include:

- Creation of a contractual compliance checklist.
- Discussion with County staff about whether it is pleased with MV's service, whether MV is meeting the County's goals, and any problem areas that need to be addressed.
- Discussions with staff members about local management techniques, responsiveness to their concerns and their satisfaction with their job, equipment, etc.
- Inspections of the facility, fleet and record keeping ensuring that the local division complies with company policies and contract requirements.
- Analysis of system performance statistics including customer service comments/ complaints, maintenance, accident ratios, overtime, turnover ratio, etc.

In addition, all of MV's locations are required to undergo periodic safety, facility, maintenance, and training inspections. Mr. Allan and Mr. Corothers will ultimately be responsible for ensuring that all inspections are conducted, although these inspections will also be managed through the efforts of MV's corporate support team.

Monthly Safety Audits: MV's Safety Training Manager Ms. Lina Parten will perform monthly safety inspections to make sure that the work environment MV provides is a healthy and safe one. Any deficiencies identified will be noted and corrected, with all findings and outcomes reported to the Director of Safety, Lisle Ford, who will follow up on these items review during semi annual audits.

Facility Audits: Facility inspections include, at minimum, annual facility audits, preventive maintenance inspections, annual fire inspections and insurance underwriter inspections. MV also welcomes client facility inspections. Facility inspections are conducted by Director of Maintenance Kenny Pouncey and Director of Safety Lisle Ford.

Preventive Maintenance Audits: MV's Director of Maintenance Mr. Kenny Pouncey will perform periodic maintenance inspections to monitor maintenance quality. Any deficiencies detected in this process will be recorded and proper retraining given.

Safety Training Auditing: MV's Director of Safety Lisle Ford will visit the facility to perform a semi-annual audit, to ensure all safety elements are in place and performing as

designed. During this review, all employee training files are reviewed against the spreadsheet described below, to ensure compliance.

This audit will provide continued evaluation of safety-related programs, issues, awareness and reporting while determining the location's compliance with safety policies, rules, regulations, standards, codes, procedures and assigned safety activities and requirements.

MV's quality inspections are followed by the preparation of an Action Plan to resolve any deficiencies noted. This plan is presented to Mr. Steve Allan, General Manager, and Mr. McKeehan, Regional Vice President, at the conclusion of the inspection. Follow-up conference calls are scheduled with the General Manager, the Regional VP and Mr. Siragusa, MV's President of Western Operations, at the 30-day, 90-day and six-month levels to ensure that the Action Plan has been followed.

Samples of Quality Assurance review forms are included in the appendix for your review.

Regarding experience and qualifications of the individuals performing the inspections, please refer to the staffing summary in section 6.a.1 of the proposal.

7.c. Quality Control Documentation, Review, and Reporting

All inspections and audits will remain filed at the location for the duration of the contract. They are available to the County upon request.

As Project Manager, Mr. Kory Corothers will be responsible for monitoring MV's compliance with all inspection programs. He will also be responsible for addressing any customer complaints and inquiries.

8. Subcontractors

MV's proposal does not include nor anticipate the use of subcontractors.

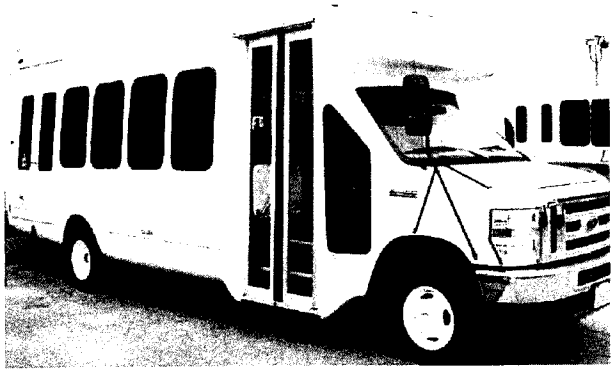
9. Equipment / Proposer-Provided Spare Service Vehicles

9.a. Equipment

All proposed equipment is listed on Form PW-21, provided with this proposal.

VEHICLE SPECIFICATIONS

MV will provide one ADA compliant, 2008 Ford E450 Cutaway vehicle (gasoline) that meets all specifications outlined in Exhibit A and Exhibit I. The vehicle seats 16 ambulatory passengers plus two passengers using wheelchairs (or 18 ambulatory). It also has working air conditioner. The vehicle will be available day one of service.



COMMUNICATIONS

- **Service Vehicle Communication Equipment:** MV will provide Nextel radios for each service vehicle.
- **Dispatch Software and Advanced Vehicle Electronics:** MV will provide Trapeze reservation and scheduling software and Mentor Ranger MDTs. The MDT are in excellent working condition and have been previously used by MV in another operation.
- **AVL Devices:** MV understands that the County may install AVL Devices on the County service vehicles. MV will work in partnership with the County to implement and safeguard this system.
- **Internet Access and Email:** MV's Paramount location is equipped with Internet access. All managers have access to email communications.
- **Office Staff Computer Skills:** Must be proficient in Microsoft Word, Excel, and Outlook.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service.
- **24-Hour Contact Information:** A 24 hour contact (Mr. Corothers or designee) will be provided to the County as required.

9.b. Equipment Maintenance Program

The majority of MV's contractual obligations include the provision of fleet maintenance. The company consistently meets its established maintenance performance standards, and has been successful in extending the average life of the transit fleets it operations.

Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans.

MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

9.b.1 Service Vehicle Condition

MV is the leading provider of transportation services in the State of California, responsible for more than 100 operating contracts – all of MV's California operational facilities and vehicles are subject to California Highway Patrol (CHP) inspections, and the preventive maintenance programs exceed these requirements. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits.

MV understands its obligations under CHP regulatory compliance, and its Paramount location has a superior history with these inspections.

9.b.2 Warranty Work (County Service Vehicles Only)

MV will serve as the warranty agent for the County as required. When MV detects a defect or malfunction within the applicable warranty period, MV will immediately notify the County of the actions it is taking to enforce the warranty of any County-owned equipment. Following the start of the warranty repair process, MV will notify the County of any disagreements or disputes with the equipment manufacturer or supplier regarding warranty coverage. MV will work with the various components manufactures to ensure problems are resolved as soon as possible.

Mr. Camargo (Maintenance Manager) will oversee all warranty work and associated financial recoveries. Tracking these repairs and ensuring reimbursement is an important component of managing the fleet. The FleetFocus software also aids in tracking this work and ensuring reimbursement is obtained.

FleetFocus will generate an annual report regarding warranty repairs and will supply a statement for the warranty provide for credit for any repairs performed. This system also allows MV to track and replace under warranty the following: manufacture warranty (including vehicle manufacture and bus body manufacture); warranty on factory parts; warranty on parts purchased from parts stores (i.e. starters, alternators, regulators, sensors, actuators, etc.); batteries; and tires.

MV understands that it is responsible for warranty administration, including documenting, filing, and processing claims. Mr. Camargo, Proposed Maintenance Manager, will lead the management of all warranty recovery and ensure that all warranty covered repairs are performed in a timely fashion. MV will work with local dealerships for warranties associated with OEM components as required for all chassis work.

MV is set up as a dealer with Braun and Ricon, and therefore can perform all warranty repair and have dealer access to all technical data and updates. This will expedite repairs and ensure lifts are in superior working condition.

MV will use FleetFocus to track warranty repair.

9.b.3 Service Vehicle Appearance/Cleaning/Fumes

MV understands the extreme importance of the Vehicle Cleaning Program. MV's Vehicle Service Worker will handle all cleaning and fueling responsibilities. MV will maintain a log of its cleaning activities to show compliance with the County's requirements. A supervisor will spot-check interior cleanliness at pullout.

VEHICLE INTERIOR

The interior of each vehicle will kept free of litter and debris. Daily, the vehicles will be dusted, swept and/or vacuumed, and floors will be mopped. Upholstery, interior panels and windows will be cleaned as needed. Windows, seats, stanchions, grabrails, and floors will be washed weekly (minimum). Ceilings and walls will be cleaned as needed to maintain a professional appearance. As needed, vehicles will be exterminated. Vehicles will not be placed into service while any fumes remain on the vehicle.

VEHICLE EXTERIOR

In order to maintain a clean appearance, vehicle exteriors will be washed every other day and/or daily during rain. Exterior cleaning includes windows and wheels. All rubber or vinyl areas will be treated with preservative in order to maintain appearances. MV will maintain, replace and/or repair exterior artwork as required.

FUMES

Vehicles will be free of all fumes, including those from the engine, engine compartment, and exhaust.

GRAFFITI

Any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public (including damaged upholstery), will be brought to the attention of Mr. Camargo, who will assign repairs. MV understands that it must immediately repair graffiti to eliminate hazards, minimize discomfort and maintain the fleet's appearance.

9.b.4 Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing

Each operator must perform a pre-trip inspection before entering service and a post-trip inspection once the vehicle returns to the yard. This process ensures that all vehicles are in safe and good operating condition prior to entering service. To ensure operators are properly performing this inspection, a supervisor is present to observe these inspections and interact with the operators to ensure consistent and on-time pullout.

If the operator discovers a defect during these inspections, the operator will report it on his/her inspection form. If the defect will cause further damage or presents a safety hazard, the operator notifies dispatch, documents the defect on the pre-trip inspection form and submits the defect report to Mr. Camargo or designee. The vehicle is immediately placed out of service, a repair order is generated and the defect is corrected.

If the defect is minor in nature, the operator will report the defect on the pre-trip inspection form and submit the form to dispatch. Defect reports are reviewed and documented in the vehicle file. When the vehicle is brought in for the next PM inspection, all minor defects will be corrected.

UNSCHEDULED MAINTENANCE

MV recognizes that a key to passenger satisfaction is on-time performance, and minimizing vehicle downtime is critical to maintaining on time service. Overall customer satisfaction is severely negatively impacted by vehicle breakdowns that shut a route down, strand a passenger and require moving a large number of trips. For this reason, proactive maintenance to minimize unscheduled maintenance is essential.

- Repair needs are identified from one of three places:
  - Preventive Maintenance Inspection;
  - Daily Vehicle Inspections, or employee identification; or
  - Component Failure.

Component failure generally results in vehicle downtime in the form of a road call or stranded vehicle. Therefore, the focus of a solid maintenance program must be PMIs and DVIs to drive out downtime. MV's maintenance program is built around these two critical elements. Specific initiatives and goals to drive out vehicle downtime include:

- More than 75% of all maintenance is scheduled. Excessive unscheduled maintenance is inefficient and often the result of component failure. Trend analysis is performed to track this critical statistic and take proactive corrective action.
- Pulling fluid samples for analysis so that diagnostic reports on engine and transmission components are available for scheduled inspections.
- Fleet inspection and vehicle repairs are scheduled during off hours to maximize fleet availability during peak hours. In the unfortunate event of a vehicle breakdown, MV must get the route back up immediately.
- Out of service monitors are used to notify dispatch of the immediate availability of vehicle resources.
- Yard supervision to ensure MV's comprehensive DVI process is followed. A common challenge is lift failures. Supervisors are specifically tasked to ensure lifts are cycled as required in the pre-trip inspection process.
- Effective Lock-Out/Tag-Out program to protect MV's employees and passengers, and reduce further damage to equipment.
- MV's maintenance team will work with dispatch to coordinate fleet assignments based on schedules.

DAILY VEHICLE INSPECTION REPAIRS

If a safety malfunction is detected as part of the daily vehicle inspection process, the operator performing the inspection will notify dispatch. Dispatch will send a yard supervisor to meet the operator and review the issue. If the issue cannot be resolved by the supervisor, an on-duty mechanic is dispatched to the yard.

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 vehicle must be placed out of service, the technician will initiate the lock out tag out process, and a standby vehicle is assigned to the operator.

9.b.5 Wheelchair/Mobility Lifts and Ramps

MV recognizes that an essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. In order to avoid malfunctioning or non-working lifts, it is part of the regular DVI and PMI process to cycle the lift and perform a preventive inspection. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

Wheelchair lift repairs are recorded on PMI forms and retained for future reference. In addition, if a lift fails in service, that vehicle is immediately pulled from service and not returned until the lift is properly functioning.

No vehicle is permitted to enter service without a safe, functioning lift/ramp. 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.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components, gear cleaning and adjustments in alignment as necessary.

9.b.6 Maintenance Program

i. General Scope

MV understands its responsibilities relative to vehicle maintenance and cleaning. MV will conduct all maintenance operations from its fully equipped, functioning maintenance shop at its Paramount, California location.

ii. Parts and Fluids

MV follows all OEM specifications and uses only OEM parts, materials, tires, lubricants, fluids, oils, and procedures.

By following OEM recommended maintenance repair procedures, as well as using parts that meet or exceed OEM specifications, MV ensures that safety and quality are upheld for each repair.

Long term, this prevents safety hazards, promotes best practices and saves clients money by making repairs correctly the first time. With a reduction in repetitive repairs and road calls, MV's program increases productivity and maximizes fleet availability.

iii. Service Vehicle Damage

MV will repair any damage resulting from an accident within two weeks, as required by the County's RFP. Repairs that could hinder the safe operation of the vehicle will be repaired as soon as possible.

BODY REPAIR

MV understands that the FTA projected life of a transit vehicle ranges from 4 (light-duty bus/van) to 12 years (heavy duty big bus). MV is committed to making sure each vehicle's useful life is gained. Body repair is an essential factor in this effort.

Expeditious body repair eliminates hazards, assures passenger comfort, and reinforces the operators' pride of the service fleet. Neither body damage nor graffiti is tolerated on MV's vehicles; vehicles will not be released into service if they have excessive body damage or damage that presents a safety hazard. Minor body repair (buffing out scratches, minor paint touch ups, etc.) will be handled during the vehicle's next PMI repair or scheduled detailing (whichever comes first).

MV will work with a local body shop for major body repair work. Minor body work will be handled by in-house resources; either an A Level or B Level technician is assigned body repairs based on damage type and/or technician specialty.

MAJOR REPAIRS

Major component repairs are performed by qualified local vendors. MV typically identifies one or more local vendors from which to purchase 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 contracts with local vendors for the purchase of rebuilt transmissions, or to have existing transmissions rebuilt. MV's maintenance team handles all transmission removal and replacement/installation.

iv. Preventive Maintenance Schedule

Preventive maintenance inspections (PMI) will be performed pursuant to the requirements of the County, and at the frequency stated in the table below.

Level	Interval
DVIR	Daily
I	1 per week
J/A	30 days, and during B and C inspections
B	24,000 or every 8 months
C	48,000 miles or every 16 months, and B inspection

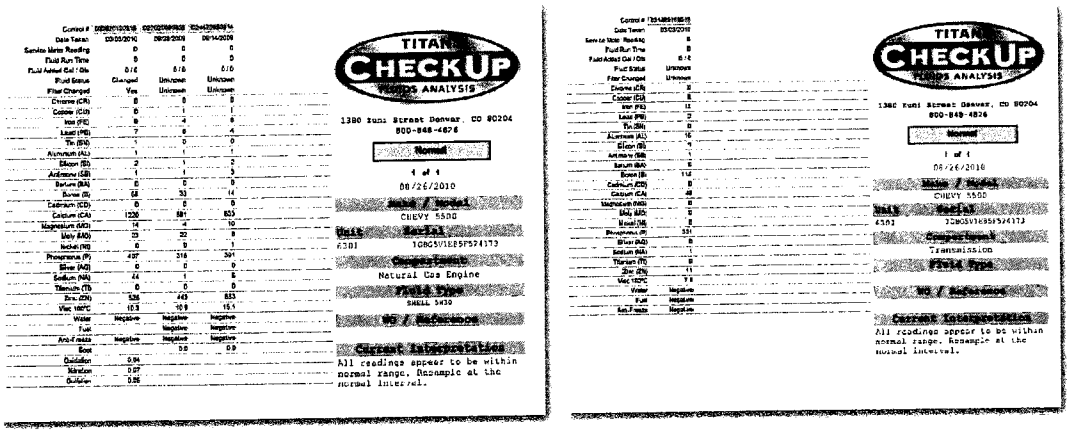
Maintenance activities are scheduled based on the priority of fleet maintenance needs and with due consideration of maximizing in-service fleet availability. The maintenance team will coordinate closely with dispatch personnel to confirm the appropriate amount of vehicles is available and in safe, working condition for pullout.

OIL ANALYSIS

Using the FleetFocus maintenance software (described below), MV will determine which vehicles are due for a preventive maintenance inspections two weeks out. A list of those vehicles will be provided to

MV's vehicle service worker, who will pull an oil sample while the engine is still hot, using a probalyzer fluid sample kit.

MV works with Titan Labs for all oil analysis. Once the sample is received, MV sends it to Titan. Results are then sent via web, fax and/or mail; MV prefers web access. Reports (pictured below) are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping.



If a sample is not clean, Titan Labs immediately notifies MV of the issue, and MV will generate a work order and pull the vehicle from the service line for inspection and repair.

If the analysis is clean, the vehicle remains in service until its scheduled preventive maintenance inspection.

v. Brake Inspection/Adjustment

As required, air brake inspections will occur at 45 day intervals, or more frequently based on mileage.

vi. Heating, Ventilation, and Air Conditioning

MV will ensure that the passenger compartment is comfortably maintained under all climate conditions at all times on all service runs.

Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are

inspected to ensure they are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed.

It is extremely important that all air conditioning systems are maintained and operated, especially during the off season. Operating these systems on a weekly basis at 10 minute intervals will confirm the refrigerant compressor is appropriately lubricated, preventing any leakage in the compressor shaft seal, and ensuring that any loss of refrigerant is detected early.

The table below represents MV's Air Conditioning PM Cycle.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
REFRIGERATION/HEATING			
•	•	•	Check refrigerant change (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	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. ***NOTE: The dehydrator should be changed anytime the system is opened.***
		•	*Check hot water control valve operation (when equipped).
COMPRESSOR/CLUTCH			
•	•	•	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 to ½ way up on the sight glass after 15 minutes operation—X426/X430 compressor).

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.
ELECTRICAL			
		•	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.
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).

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre-Season	Check condition of or service the following:
		•	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).
STRUCTURAL			
•	•		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.***

vii. Spare Parts

MV tracks all parts inventories and use in FleetFocus Maintenance Management Information System. 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 kept secure. Both random/spot and planned inventories are performed to confirm all parts usage is accounted for and any discrepancies are investigated.

ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS AND SPECIFICATIONS

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.

viii. Towing

MV will send a mechanic to check the bus in question and if the mechanic determines the bus needs to be towed, MV will contact City Terrace Service, Inc. MV has worked with City Terrace Service, Inc. for the past nine years.

9.b.7 Road Calls

Each day MV will designate a ready bus, which is a bus that has had a pre-trip inspection, is parked at the facility, and is ready to leave at a moment's notice. This ADA-compliant vehicle will be used in the event that a replacement vehicle is needed, within the 60-minute response time as required in the RFP.

When a road call occurs, MV's maintenance team will be prepared to respond efficiently. The dispatcher/reservationist will use a troubleshooting guide to first attempt to talk the operator through correcting the issue. If the situation cannot be resolved, dispatch will engage the on-duty technician to assist. Dispatch will patch the operator through to the technician so that the severity of the issue can be assessed. The technician will determine the following:

- If the operator can resolve the issue on his or her own; in which case the technician will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed. If a replacement is needed, 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.

vehicles will be maintained pursuant to these standards. The company welcomes CHP inspections and has maintained an outstanding record of achieving satisfactory ratings.

MV's maintenance program is based on an unwavering commitment to creating and maintaining a safe operating environment and a safe work environment.

All maintenance personnel have access to MV's maintenance/shop safety handbook. This handbook addresses safety rules for all equipment and machinery and tools, outlines requirements relative to Personal protective equipment, fire and fluid safety, electrical safety, evacuation, hazcom, OSHA, and accident/incident management and reporting.

All MV shops must follow company issued standards regarding housekeeping, first aid/emergency equipment, PPE availability, signage/posters and MSDS availability.

Director led maintenance shop and facility audits are performed annually to verify that all maintenance activities conform to MV's safety policies.

LOCK OUT TAG OUT

The lock-out/tag-out procedure prevents vehicles or other power equipment that are out of service for repair from being accidentally used in service. This process includes the following actions:

- **Lock Out:** The vehicle or equipment is marked noting Out of Service (OOS) and disabled when not being actively repaired.
  - An Out of Service marking is placed on the operator side windshield (or OOS cover placed on steering wheel) of any vehicle that is not safe to operate.
  - Maintenance shop equipment must be secured, if damaged or not in use, to prevent usage until properly repaired. These items will be clearly tagged with a "DO NOT USE" sign.
  - These markings will only be removed by maintenance department personnel.
  - OOS status is noted on the vehicle maintenance board (and monitor)
- **Tag Out:** The vehicle is tagged out in dispatch so keys cannot be distributed

These procedures are reversed when returning a vehicle/ equipment to service.

During shift or personnel changes, specific procedures are used to ensure the orderly transfer of lock-out/tag-out devices. This program is also reinforced through periodic inspection by shop, safety and operations management personnel.

Training and retraining is provided to all personnel to ensure a clear understanding of this process. Use of tagged out equipment is considered as a serious, unsafe act and is reason for discipline up to and including termination.

ENVIRONMENTAL CONCERNS

MV complies with all local, State and Federal regulations regarding waste maintenance. MV follows industry best practices regarding the handling, storage and disposal of maintenance end products. MV's policy and procedures for these processes will conform to all guiding environmental regulations.

MV's waste management programs follow:

- **Antifreeze:** Antifreeze will be properly stored in separate containers. MV will employ a properly certified company to remove used antifreeze.
- **Parts Washing:** MV uses a water based parts wash with parts cleaners. This solution is environmentally safe and biodegradable.
- **Cleaning Solutions:** MV uses bio-degradable cleaning solutions from ZEP Manufacturing Company, www.zep.com.
- **Storm Water:** MV complies with all local, State and Federal regulations regarding storm water. MV will have a proper storm water plan on file, and all processes will be designed to keep all pollution out of the storm water drains. MV will use a floor scrubbing machine to pick up any spills, and water will be recycled through the water clarifier.
- **Waste Water:** All waste water is poured through the clarifier to filter and treat it before it is released into the sewer system.
- **Used Oil:** All used oil will be removed by a certified, insured recycling vendor. This vendor must have proper certification on file.
- **Used Filters:** MV uses filter crushers to condense filters before they are disposed of. All procedures regarding this process will be in compliance with local regulations.
- **Spills:** MV will ensure proper containment systems and containers are readily accessible throughout the facility. Mobile spill kits and proper containment are readily available to provide quick response to any spills in the field. All spills will be taken care of

immediately and all containment materials will be properly handled and stored for future removal.

- **Sludge:** Sludge will be hauled away by a properly certified recycling company for proper disposal.
- **Freon:** All of MV's maintenance personnel will be either 608 or 609 certified in the proper use of AC recycling machines.

10. 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.

MV has provided its confidential audited Financial Statements for 2007–2009 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 two years as evidenced by the increase in working capital and working capital current ratios. MV has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Brad Cornelsen, Chief Financial Officer, at (707) 863-8980, extension 3009.

11. Licenses and Certifications

MV's proposal contains copies of its operators' valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) commercial driver's license for this service.

Regarding ASE certifications, MV makes the affirmative statement that all of MV'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 H-4 ASE Transit Bus Brake test.

In addition, MV has included documentation that Mr. Arnold Godoy holds the required ASE vehicle air conditioning system certification in medium/heavy duty truck, school bus or transit test series.

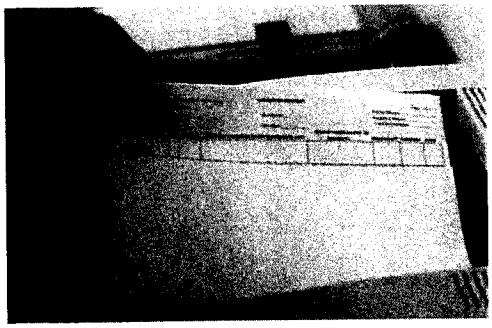
MV's proposal also includes certifications for Mr. Martin Camargo, Maintenance Manager.

12. Insurance

MV has the ability to provide insurance coverage of the types and levels required in the RFP; MV's proof of insurance certificate is located in the appendix. Please see Form PW-16 included in section 13: *Forms List.*

13. Record Keeping

MV's Administration Manager Ms. La Tara Welch will ensure appropriate record keeping and provide timely, reliable management reports in line with RFP requirements. Ms. Welch's credentials



are listed in section 6.a.1 of the proposal. Please see the detailed description provided on Form LW-9 included in section 13: *Forms List.* MV fully complies with all State and Federal labor regulations and record keeping requirements.

In addition, MV has developed in-house systems to interface with third party systems to track data and compile reports. MV has developed a system that tracks revenue/non-revenue miles/hours, trips, etc. 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, MV greatly reduces duplication of data entry and subsequent manual errors. One of this product's strongest assets is that it can interface with third party products such as Trapeze®.

MV is also 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 success.

LAWSON SOFTWARE: ENTERPRISE RESOURCE PLANNING SOLUTION

MV uses Lawson Software's Enterprise Resource Planning Solution for all accounting and human resources management. The financial suite includes general ledger, accounts receivable, and accounts payable. All accounting records are maintained on the accrual basis of accounting following Generally Accepted Accounting Principles ("GAAP").

The 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 running on an NT platform. The software is scalable and accommodates MV's centralized processes, providing access to its remote locations through a web portal.

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

ARNOLD R GODOY

[illegible] by the [illegible] in [illegible] areas listed below

MEDIUM/HEAVY TRUCK TECHNICIAN

DIESEL ENGINES	DECEMBER 31, 2012
BRAKES	DECEMBER 31, 2012
HEATING, VENTILATION, & A/C	JUNE 30, 2013
PREVENTIVE MAINTENANCE INSPECTION	DECEMBER 31, 2011

** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 30TH DAY OF JUNE 2008, AT LEESBURG, VIRGINIA

L08NW4TM4GODOY

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

ASE CERTIFIED

Be it known that

MARTIN A CAMARGO

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

MEDIUM/HEAVY TRUCK TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE	EXPIRES
BRAKES	DECEMBER 31, 2013
HEATING, VENTILATION, & A/C	DECEMBER 31, 2010
PREVENTIVE MAINTENANCE INSPECTION	DECEMBER 31, 2013

** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 2008, AT LEESBURG, VIRGINIA

LS30W9UM9CAMAR
IDENTIFICATION NUMBER

Timothy A. Zick
TIMOTHY A. ZICK, President

Note: Mr. Camargo took the heating, ventilation, & A/C exam in November 2010

National Institute for

AUTOMOTIVE SERVICE EXCELLENCE

Be it known that

MARTIN A CAMARGO

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

SCHOOL BUS TECHNICIAN

AREAS OF DEMONSTRATED COMPETENCE	EXPIRES
ELECTRICAL/ELECTRONIC SYSTEMS	DECEMBER 31, 2010

** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **

GIVEN THIS 31ST DAY OF DECEMBER 2005, AT LEESBURG, VIRGINIA

LS30W9UM9CAMAR
IDENTIFICATION NUMBER

RONALD H. WEINER, President

MACS

MOBILE AIR CONDITIONING SOCIETY

WORLDWIDE

11/18/2002 871017

Martin Camargo

MV Transportation, Inc.

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.

Elvis Hoffpauir, President

South Coast
Air Quality Management District

Hereby certifies that

Martin A. Camargo

has successfully completed the training and examination required by SCAQMD under Rule 1411 concerning the proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems.

99200029025
Certificate No.

Lee Lockie
Director of Compliance

IMACA

INTERNATIONAL MOBILE AIR CONDITIONING ASSOCIATION

Non-for-profit trade association serving the Mobile Air Conditioning Industry since 1958

Date: 07/07/92

Certificate No.: 622-07-1800

MARTIN A. CAMARGO

has successfully completed training and is IMACA certified in the proper use of R-12 refrigerant recovery and recycling equipment.

Frank Allison, Executive Director

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE

CLASS:B
ENDORS:P

EXPIRES 10-23-14

[redacted]

SEX:F
HT:5-00
WT:180
DOB: 10-23-[redacted]

RSTR: 64

[redacted]

07/02/2010 591 36 FD/14

VTT Card:

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
[redacted]	2014	[redacted]	CA

FULL NAME [redacted]

STREET NUMBER

CITY

SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 7/2/10 Fee Paid $10.00

AUTHORIZED DMV EMPLOYEE 591 DMV FO 35 ID NUMBER

DL 260A (NEW 4/90) SEE OVER FOR RESTRICTIONS, IF ANY

MV Credential Form

Driver's License:

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE

EXPIRES 09-14-10 [redacted] CLASS B

[redacted]

SEX:F HAIR:BLN EYES:BRN
HT:5-03 WT:140 DOB:09-14-80

RSTR: 64

09/07/2006 606 21 FD/10

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
09-14-80	2015	[redacted]	CA

FULL NAME [redacted]

STREET NUMBER [redacted]

CITY [redacted]

SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 09-13-10 Fee Paid $10.00

AUTHORIZED DMV EMPLOYEE 608 DMV FO 36 ID NUMBER

DL 280A (NEW 4/00) SEE OVER FOR RESTRICTIONS, IF ANY

CPR Card:

American Red Cross

This recognizes that

Ivette Avila

has completed the requirements for

Standard First Aid

conducted by

Joel Velasquez

Date Completed 9/19/2009

The American Red Cross recognizes this certificate as valid for 3 year(s) from completion date.

City Permit:

PROPERTY OF
CITY OF LOS ANGELES, CALIFORNIA
VEHICLE FOR HIRE
NON-AMBULATORY DRIVER PERMIT

[redacted]

DRIVER: [redacted]

PERMIT: No. [redacted] NEW

DATE EXPIRES: 01/07/2009 VALID DATE ISSUED: 01/07/2008

ONLY FOR: MV TRANSPORTATION (Company/Association)

Issued By: Gail Richard

California Driver License No. [redacted] Date CDL Expires 09/14/2010

ISSUED BY:
DEPARTMENT OF TRANSPORTATION
100 S. Main Street, Plaza Level, Los Angeles, CA 90012
PHONE: (213) 928-9600
DOT 2001A (Rev. 5/01 CB)

BY: Senior Transportation Engineer

DO NOT DUPLICATE-NOT TRANSFERABLE

(FOLD HERE) 167

SIGNATURE OF MEDICAL EXAMINER TELEPHONE DATE

[redacted]

CERTIFICATION NO. ASSUING STATE

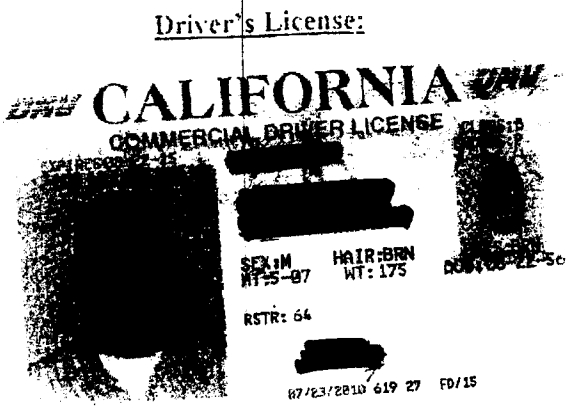
[redacted] DRIVER LICENSE NO. STATE CA

[redacted]

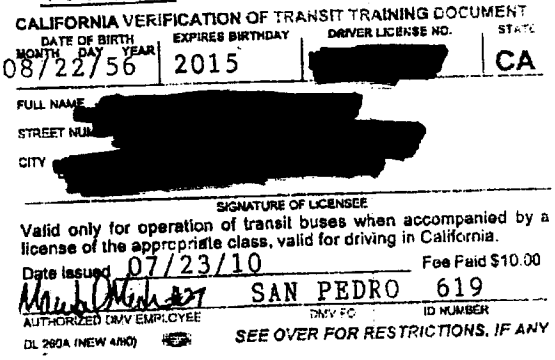
DL 51A (REV. 6/2002)

MV Credential Form

Driver's License:


DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE
[redacted]
SEX:M HAIR:BRN
HT:5-07 WT: 175
RSTR: 64
[redacted]
07/23/2010 619 27 FD/15

VTT Card:


CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
08/22/56	2015	[redacted]	CA

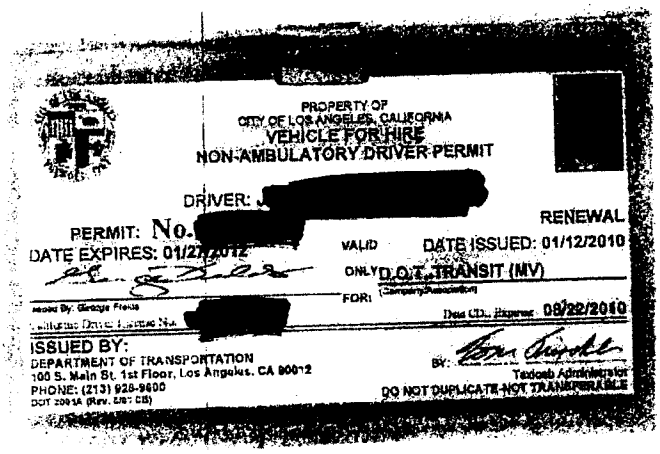
FULL NAME [redacted]
STREET NUM [redacted]
CITY [redacted]
SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 07/23/10 Fee Paid $10.00

AUTHORIZED DMV EMPLOYEE SAN PEDRO 619
DMV FC ID NUMBER

DL 260A (NEW 4/90) SEE OVER FOR RESTRICTIONS, IF ANY


[redacted]
PROPERTY OF
CITY OF LOS ANGELES, CALIFORNIA
VEHICLE FOR HIRE
NON-AMBULATORY DRIVER PERMIT
DRIVER: [redacted]
RENEWAL
PERMIT: No. [redacted]
DATE EXPIRES: 01/27/2012 VALID DATE ISSUED: 01/12/2010
ONLY D.O.T. TRANSIT (MV)
FOR: (Company/Association)
Issued By: George Flores
California Driver License No. [redacted]
Date CDL Expires: 08/22/2010
ISSUED BY:
DEPARTMENT OF TRANSPORTATION
100 S. Main St. 1st Floor, Los Angeles, CA 90012
PHONE: (213) 928-9600
DOT 2061A (Rev. 2/97 CB)
BY: Taxicab Administrator
DO NOT DUPLICATE-NOT TRANSFERABLE

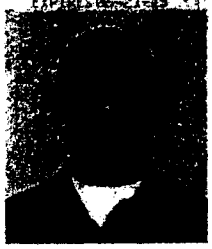
MV Credential Form

Driver's License:

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE

EXPIRES 08-21-49 [redacted] CLASS:B M1 ENDORS:R



SEX:M HAIR:BLK
HT:5-06 WT:150 DOB:08-21-49

RSTR: 48

[redacted]

07/02/2008 239 R5 FD/13

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR	EXPIRES (MONTH DAY)	DRIVER LICENSE NO.	STATE
08 21 49	2013	[redacted]	CA

FULL NAME [redacted]

STREET NUMBER

CITY

COMPLETE OF LICENSES

Valid only for operation of transit buses which accompanied by a license of the appropriate class, valid for driving in California

Date issued 10 26 10 Fee Paid $10.00

[signature] 507/LB #38

AUTHORIZED DMV EMPLOYEE DMV NO. E. NUMBER

SEE OVER FOR RESTRICTIONS, IF ANY

14. Forms List

Please see MV's completed RFP forms in the following pages of this proposal.

15. Subcontractor's Forms List

MV will not use subcontractors in the performance of this work.

16. Living Wage Ordinance – Application for Exemption

MV has received exemption from the Living Wage Ordinance from the County for its operators who are covered under a collective bargaining agreement. All Other MV employees will comply with the Living Wage Ordinance.

17. Fuel Cost Adjustment

MV purchases fuel at market price.

18. Additional Information

MV has provided the following information in the appendix section of this proposal:

- Operator Training Program
- Letters from satisfied clients

PROGRESS PAYMENTS

Please note that in addition to the price quoted, MV also offers the County the option of progress payments to further reduce the proposed cost. This option eliminates interest costs from the budget; resulting in real savings to the County without affecting service to the passenger. Interest represents the cost of MV borrowing money to cover the costs of doing business until payment is received. MV offers a payment discount of 0.5% annually for the Progress Payment option.

Essentially, the County will pay MV for 50% of the estimated monthly costs on the 1st and 16th of each month. Each semi-monthly invoice would be for 45% of the total estimated monthly billings. These two invoices would be due and payable on the 16th (for services operated from the 1st through the 15th of the month) and the first day of the month (for services provided from the 16th

through the end of the previous month), respectively. Payments are made in arrears, after service is provided and is consistent with FTA requirements which prohibit advance payments. After month end, MV will then produce a final invoice for the month as required by the contract and then credit the County with the progress payments made and the County will then pay the balance due within the terms contained in the proposed contract. This payment structure is currently in place with 15 other MV customers including SamTrans (San Mateo County, CA), SORTA (Cincinnati, OH), Corpus Christi, LYNX (Orlando, FL) and LAVTA (Livermore, CA).

FORM PW-1

VERIFICATION OF PROPOSAL

ATE: 12.13 , 2010	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.

2. NAME OF SERVICE: Willowbrook et al.,Dial-A-Ride Service (2010-PA027)

DECLARANT INFORMATION

3. NAME OF DECLARANT: W.C. Pihl

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: Senior Vice President

PROPOSER INFORMATION

6. Proposer's full legal name: MV Transportation, Inc.			Telephone No.: (707) 863-8980
Address: 4620 Westamerica Drive, Fairfield, CA 94534-1400			Fax No.: (707) 863-8793
e-mail:wcpihl@mvtransit.com	County WebVen No.:	IRS No.: 94-2491705	Business License No.: 295591-11 (Paramount CA)

7. Proposer's fictitious business name(s) or dba(s) (if any): NA

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:	
☑ A corporation:	Corporation's principal place of business: 4620 Westamerica Drive, Fairfield CA 94534	
	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 NA	Phone (707) 863-8980 ext 3202	Fax (707) 863-8793
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.

14. CHECK ONE:	☐ (a) I am making these representations and all representation contained in this proposal on my personal knowledge; **OR** ☑ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that is true and correct.

Signature of Proposer or Authorized Agent:	Date: December 13, 2010
Type name and title: W.C. Pihl, Senior Vice President	

ENCLOSURE A
FORM PW-2.2

SCHEDULE OF PRICES

FOR

WILLOWBROOK ET AL. DIAL-A-RIDE SERVICES (2010-PA027)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, 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	UNIT	RATE X	ESTIMATED ANNUAL UNITS =	PRICE
1.	Rate for County Service Vehicle	HOUR	$ 46.36	4,200	$ 194,712.00
2.	Rate for Contractor-Provided Service Vehicle	HOUR	$ 50.12	1,200	$ 60,144.00
				Total Proposed Annual Price	$ 254,856.00

OPTIONAL SUPPLEMENTAL TAXI RATE					
1.	Supplemental Taxi Rate per Mile – (Optional)	MILE	$ N/A	100	$ N/A

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

LEGAL NAME OF PROPOSER	MV Transportation, Inc.
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL	W.C. Pihl
TITLE OF AUTHORIZED PERSON	Senior Vice President
DATE	March 14, 2011
PROPOSER'S ADDRESS	4620 Westamerica Drive Fairfield, CA 94534

PHONE	FACSIMILE	E-MAIL
(707)863-8980 x 3202	(707)863-8793	wcpihl@mvtransit.com

P:\aspub\CONTRACT\Eric\Willowbrook\2010\AWARD\FORM PW2.2.doc

FORM PW-3

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: 4620 Westamerica Drive		
City: Fairfield	State: CA	Zip Code: 94534-1400
Telephone Number: (707) 863-8980		
(Type of Goods or Services): Transportation Management and Operations		

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 All staff except for drivers

☑ 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: W.C. Pihl	Title: Senior Vice President
Signature:	Date: December 13, 2010

FORM PW-3

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: 4620 Westamerica Drive		
City: Fairfield	State: CA	Zip Code: 94534-1400
Telephone Number: (707) 863-8980		
(Type of Goods or Services): Transportation Management and Operations		

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.** For drivers only

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.

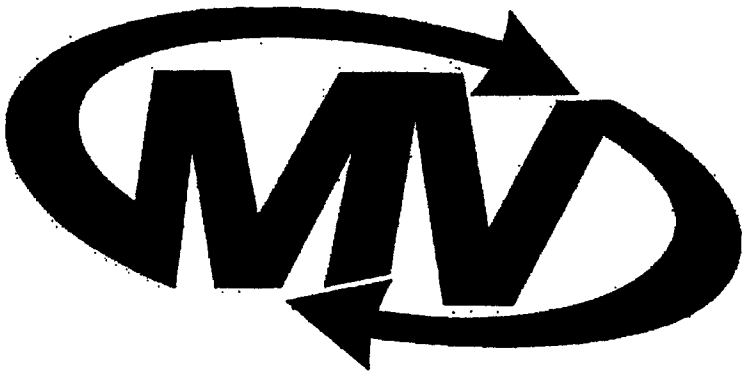
I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: W.C. Pihl	Title: Senior Vice President
Signature:	Date: December 13, 2010

AGREEMENT

BETWEEN

MV TRANSPORTATION INC.



AND

TEAMSTERS LOCAL 848

PARAMOUNT DRIVERS

June 13, 2010 through June 30, 2013

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ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective June 13, 2010, 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 regular full-time, regular part-time, and part-time casual drivers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations.

1. City of Lynwood
2. LADOT DASH 5
3. Torrance
4. City of Compton
5. City of Downey
6. City of Cerritos
7. City Ride

All located at: 7209 Rosecrans, Paramount, CA 90723

8. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

9. 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 on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st 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.

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 with out 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 "Paramount Cell Phone Use Policy" shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.

2. The Drive-Cam Policy signed by the parties on April 10, 2009 shall remain in full force and effect for the duration of this agreement unless expressly agreed to between the parties in writing.

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. (**NOTE:** This language (j) is only for Agreements that cover Paratransit operations.)

(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.

(p) Any other terminable offense as stated in the MV Employee Handbook.

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-five (35) 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 35 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 35 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-five (35) 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.

ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – 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 – 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 – 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. 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.

Section 13.5 - Scheduled Hours

Scheduled Hours – Fixed Route:
Per current practice or policy.

Standby Assignment:
Per current practice or policy.

Scheduled Hours – Para-transit:
Per current practice or policy.

Pre-trip Duties:
Per current practice or policy.

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: 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.

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.

ARTICLE 15 – 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 that 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 – 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 17 – BREAKS & LUNCHES

Section 17.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at 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 and in this event there will be no time deducted. A lunch break, if granted, is a minimum of 15 minutes.

Section 17.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when

employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12) hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they cannot be relieved of all duty as contemplated by Section 11.C. of IWC Wage Order No. 9. Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement.

ARTICLE 18 – COMPLETE AGREEMENT

Section 18.1 - 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 18.2 - 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 19 – AUTHORIZED DEDUCTIONS

Section 19.1 – 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 19.2 – 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 (20th) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 – 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 20 – 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 21 – 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 22 - FUNERAL LEAVE

Section 22.1 – 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. 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 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay not to exceed bid hours for the day(s) of leave including any guaranteed hours. Time paid for funeral leave will not contribute to the computation of overtime pay.

ARTICLE 23 – 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 fourty-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 24 – TRANSFER RIGHTS

Section 24.1. 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 24.2. 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 24.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

ARTICLE 25 – 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 26 – 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 27 – BONUS/INCENTIVE PROGRAMS

Section 27.1 – 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 28 - SAVINGS CLAUSE

Section 28.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of 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 28.2 - 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 28.3 – 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 29 – DURATION

Section 29.1 - Effective Date: This Agreement shall be in force and effect from June 13, 2010 through 12:00 midnight June 30, 2013.

Section 29.2 - 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.

Cliff Reynolds
Director of Labor Relations

8/2/10
Date

FOR THE UNION
Teamsters Local 848,
Wholesale Delivery Drivers,
Salespersons, Industrial
And Allied Workers

Eric Tate
Secretary-Treasurer

8/2/10
Date

APPENDIX "A" - WAGES

For Employees Outside the Wage Scale

1. Upon ratification, current drivers shall receive a twenty ($0.20) cent per hour increase.

2. Upon ratification, current drivers on the payroll since December 1, 2008, shall receive a wage increase of twenty-five cents ($0.25) per hour for any missed "Six (6) month" or "anniversary" increases that would have been paid under the Company's previous schedule of twenty-five cent increases on the date that the employee qualifies based on their anniversary date.

3. Upon ratification, all current Drivers shall receive a wage increase of thirty-five cents ($0.35) per hour on their anniversary date through to June 30, 2011.

Retro Pay: From December 1, 2008, the Company shall pay current employees twenty-five ($0.25) cents per hour for all hours worked for which they did not receive any increase, and for which they are qualified based on the Company's previous schedule of twenty-five ($0.25) cent annual increases.

Signing Bonus: Upon ratification of this offer only, the Company shall pay all current employees a signing bonus as follows:

1. $200.00 for employees with two (2) years or more of Company service
2. $150.00 for employees with one (1) to two (2) years of Company service
3. $100.00 for employees with less than one (1) year of service

For Employees Inside the Wage Scale

For all employees whose wage rates appear on the current wage table, or for new hires after the date of ratification, increases shall be in accordance with the table below.

Training Rate: Training wage rate shall be $8.00 per hour, or minimum wage, whichever is greater.

CURRENT WAGE RATES

Length of service	Training Rate	Lynwood	City Ride	Compton	DASH 5b	Cerritos	Torrence	La Mirada	Downey	Whittier
Starting	$8.00	$9.00	$10.00	$9.00	$10.00	$9.00	$9.00	$10.00	$9.00	$9.00
6 Mos.		$9.25	$10.25	$9.25	$10.25	$9.25	$9.25	$10.25	$9.25	$9.25
1 Year		$9.50	$10.50	$9.50	$10.50	$9.50	$9.50	$10.50	$9.50	$9.50
2 years		$9.75	$10.75	$9.75	$10.75	$9.75	$9.75	$10.75	$9.75	$9.75

Wages after
June 13, 2010
EMPLOYEES HIRED ON OR AFTER 2/9/09 except for Hector Bonner or anyone else off this wage scale.

Length of service	Training Rate	Lynwood	City Ride	Compton	DASH 5b	Cerritos	Torrence	La Mirada	Downey	Whittier
Starting	$8.00	$9.25	$10.25	$9.25	$10.25	$9.25	$9.25	$10.25	$9.25	$9.25
6 Mos.		$9.50	$10.50	$9.50	$10.50	$9.50	$9.50	$10.50	$9.50	$9.50
1 Year		$9.75	$10.75	$9.75	$10.75	$9.75	$9.75	$10.75	$9.75	$9.75
2 Years		$10.00	$11.00	$10.00	$11.00	$10.00	$10.00	$11.00	$10.00	$10.00

Payroll Notes

Payroll Note #1: No Driver shall have their regular hourly rate reduced as a result of this agreement. Except that it shall be understood that any driver bidding on work, or accepting permanent assignment outside of their currently assigned revenue agreement will be paid at the appropriate wage rate for their seniority and contract year as stated in the wage table in the revenue agreement to which they are being assigned.

Payroll Note #2: BTW Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Behind The Wheel (BTW) Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollar ($1.00) per hour in addition to his/her regular rate of pay for all hours worked as a BTW Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position. "Global"

Payroll Note #3: Driver/Cadet Trainer:
Per current practice or policy.

Payroll Note #4: Non-Pyramiding: No employee shall receive overtime pay in excess of 1-1/2 their basic hourly rate for any overtime worked as stated in the Overtime section of this agreement, nor shall any premium pay 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 in 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

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.

HOLIDAYS

Paid Holidays

Per current practice or policy.

HEALTH INSURANCE

Per current practice or policy – For year one of this agreement, any future increases to the Division 14 maximum Company contribution for medical, dental, and vision coverage shall be given to employees covered by this agreement in accordance with current practice.

VACATION / PTO

Per current practice or policy.

PAID PERSONAL LEAVE

Per current practice or policy.

APPENDIX "C" - ECONOMIC REOPENER

The Company and the Union agree to an economic reopener to discuss economic items for implementation in year two (2) of this agreement. Year two shall have a beginning date of July 1, 2011. The parties agree to begin bargaining sufficiently in advance of year two (2) to allow for the parties to reach economic agreement prior to the start of year two (2). In no event shall the parties commence bargaining later than September 1, 2010. Language items shall not be a part of this reopener except as mutually agreed to by the parties. This reopener shall be for the purposes of discussing the items listed below:

- Wages
- Health and Welfare
- Paid Time Off
- Hours of Work
- Retirement
- Clean Slate

No other economic items shall be discussed unless mutually agreed to by the parties.

MV Transportation, Inc.

7209 Rosecrans
Paramount, CA 90723

To: ALL DIVISION 14 EMPLOYEES

From: Steve Allan

Date: July 15, 2009

Re: Cell Phones

USE OF CELL PHONES

We want all MV employees to understand the company policy regarding usage of cell phones while operating a company vehicle.

EFFECTIVE IMMEDIATELY

Any and all use of a personal cell phone (including blue tooth's, and other hands free devices, texting, talking, taking pictures, music, iPods, MP3 players, etc..) while operating any company vehicle is a major violation of company work rules and will result in the following discipline:

- First Violation = Three (3) Day Suspension
- Second Violation = Termination

Operating a company vehicle is defined as : in the drivers seat in service, loading / unloading passengers, waiting for passenger pickups, deadheading, and any other safety sensitive activity.

Drivers are not allowed to use cell phones while in the drivers' seat in or out of service. Drivers are not allowed to use a cell phone if it will delay service. Progressive discipline will be used for drivers caught using cell phones while in the drivers' seat and not driving.

THIS IS A ZERO TOLERANCE POLICY

Contract Addendum

To the Paramount, Division 14
Driver Collective Bargaining Agreement Between
MV Transportation, Inc. and
Teamsters Union Local 848

CBA effective dates: June 13, 2010 through June 30, 2013

Affect of Addendum, Terms and Conditions: The terms and conditions set forth in this Addendum shall modify the terms and conditions of the existing collective bargaining agreement (CBA) as they apply to the employees working out of the Company's Division 14, Paramount location as stated in Article 2, "Recognition", Section 2.

Effective upon execution by the parties, the terms of this contract addendum shall amend Article 28, and add Section 28.4 to that Article. This addendum shall also attach itself, and become part of the existing collective bargaining agreement for the full term of that agreement.

ARTICLE 28 – SAVINGS CLAUSE

Add Section 28.4 as follows:

Section 28.4- Jury Service Ordinances (Jury Service Program). This Agreement shall supersede any and all applicable Jury Service Ordinances/Jury Service Program where such Jury Service Ordinances/Programs contain a provision for exemptions in accordance with the terms of a collective bargaining agreement.

For the Company
Cliff Reynolds
Director of Labor Relations

12/7/10
Date

For the Union
Eric Tate
Secretary Treasurer, Local 848

12/7/10
Date

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Willowbrook et al, Dial-A-Ride Service (2010-PA027)
SERVICE BY PROPOSER MV Transportation, Inc.
PROPOSAL DATE: Due 12/15/2010

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

	2005	2006	2007	2008	2009	Total	Current Year to Date
1. Number of contracts.	102	106	114	121	121	-	105
2. Total dollar amount of Contracts (in thousands of dollars).	$ 176,996	$ 197,206	$ 225,850	$ 251,143	$ 292, 253	-	$ 309,136
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	unknown	156	193	187	188	812	141
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	unknown	9,835	7,087	10,680	5,345	32,947	2,953

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.

W.C. Pihl, Senior Vice President
Name of Proposer or Authorized Agent (print)

Signature

12/13/2010
Date

FORM PW-4.1

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 considerationby 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 accidients 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

		2005	2006	2007	2008	2009	Five-Year Average
1	Total Bus Revenue Miles	54,542,760	55,828,421	63,950,870	81,653,657	88,614,210	68,917,984
2	Total Number of NTD Reportable Accidents	unknown	32	111	183	128	113
3	Total Number of Fatalities	1	1	1	3	0	1.2
4	Rate of Accidents/100,000 Bus Revenue Miles	unknown	.057	.174	.224	.144	.150
5	Rate of Fatalities/100,000 Bus Revenue Miles	.0018	.0018	.0016	.0037	0	.0018

The above information was complied 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

4620 Westamerica Drive
Address

Fairfield, 94534-1400
City Zip Code

Signature

TCP0012064 - B / Class B Charter-Party Carrier of Passengers
PUC Permit Number and Classification

(707) 863-8980
Telephone Number

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, W.C. Pihl

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☑ President, Secretary, or other proper title) Senior Vice President

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 December 13, 2010

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSER NAME: MV Transportation, Inc.

PROPOSED CONTRACT FOR: Willowbrook et al, Dial-A-Ride Service (2010-PA027)

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.	
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:	
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 Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
County of Los Angeles Agencies														
Access Services, Inc.	Access Services Inc. Overflow Services	Paratransit	7/1/09	Present	Steven	Chang	Director of Contract Administration	3449 Santa Anita Ave., 2nd Floor	El Monte	CA	91731	(213) 270-6081	na	chang@asila.org
Access Services, Inc.	Access Services Inc. Specialized Services - San Fernando Valley Region	Paratransit	7/1/02	Present	Luis	Garcia	Contract Administrator	3449 Santa Anita Ave., 2nd Floor	El Monte	CA	91731	(213) 270-6158	na	garcia@asila.org
Los Angeles Department of Transportation (LADOT)	CityRide	Paratransit	9/11/06	Present	Linda	Evans	Transportation Planning Asscociate II MPA	100 South Main Street	Los Angeles	CA	90012	(213) 928-9767	na	linda.evans@lacity.org
Los Angeles Department of Transportation (LADOT)	Commuter Express Transit Service Regions 1 & 2	Commuter	2/2/09	Present	Corinne	Ralph	Supervising Transportation Planner II	100 S. Main Street, 10th Floor	Los Angeles	CA	90012	(213) 928-9745	(213) 580-5458	corrine.ralph@lacity.org
Los Angeles Department of Transportation (LADOT)	DASH Package 1 & 2	Fixed Route	9/1/06	12/12/09	Corinne	Ralph	Supervising Transportation Planner II	100 S. Main Street, 10th Floor	Los Angeles	CA	90012	(213) 928-9745	(213) 580-5458	corinne.ralph@lacity.org
Los Angeles Department of Transportation (LADOT)	DASH Package 5 (DASH San Pedro and DASH Wilmington)	Fixed Route	5/1/06	Present	Corrine	Ralph	Supervising Transportation Planner II	100 S. Main Street, 10th Floor	Los Angeles	CA	90012	(213) 928-9745	(213) 580-5458	corrine.ralph@lacity.org
Los Angeles Department of Transportation (LADOT)	Los Angeles Department of Transportation (package 4)	Fixed Route	5/10/03	Present	Corrine	Ralph	Supervising Transportation Planner II	100 S. Main Street, 10th Floor	Los Angeles	CA	90012	(213) 928-9745	(213) 580-5458	corrine.ralph@lacity.org
Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	Fixed Route	10/31/10	Present	Susan	Dove	Senior Contract Administrator	One Gateway Plaza	Los Angeles	CA	90012-2952	(213) 922-7451	(213) 922-1004	doves@metro.net
Other Governmental Agencies and Private Companies														
Abbott Laboratories	Abbott Labs Shuttle Service	Shuttle	1/1/09	Present	Diane	Lopez	Manager, Corporate Fleet	100 Abbot Park Road, Dept. 73V, Bldg. AP6B-2	Abbot Park	IL	60064-6110	(847) 938-3886	na	na
Alachua County	Alachua County	Paratransit	10/1/03	Present	Bonnie	Hinson	Alachua County Department of Community Support Services	218 SE 24th Street	Gainesville	FL	32641	(352) 264-6708	(352) 955-2200	beh@alachuacounty.us
Alachua County State's Attorney's Office	Witness Shuttle	Shuttle	na	Present	na	na	na	na	na	na	na	na	na	na
Alachua, City of	City of Alachua Transit System (CATS)	Fixed Route	2/1/10	Present	Traci	Cain	Interim City Manager	15100 NW 142 Terrace	Alachua	FL	32616	386-418-6132	386-418-6139	tcain@cityofaluchua.com
Alachua, City of	Alachua, City of	Paratransit	9/1/06	10/31/08	Mike	New	Public Service Director	15100 NW Main Street	Alachua	FL	32615	386-418-4079	na	na
Alameda County Medical Center	Alameda County Medical Center	Shuttle	7/1/04	Present	Andrea	Works	Administrative Analyst	1411 E 31st Street	Oakland	CA	94602	510-535-7555	na	mshilts@acmedctr.org
Alameda County Transportation Improvement Authority	Alameda County Transportation Improvement Authority (ACTIA)	Shuttle	8/1/03	Present	Christine	Monsen	Executive Director	1333 Broadway, Ste. 300	Oakland	CA	94612	510-893-3347	na	tlengyel@actia2022.com
Alameda, City of	Fixed Route Shuttle Service for the Alameda Paratransit Program	Fixed Route	3/22/10	Present	Matthew	Naclerio	Public Works Department	950 West Mall Square, Room 110	Alameda	CA	94501	510-749-5890	na	na
Albany, City of	Management-Albany Transit System	Multimode/fixed	10/1/05	Present	Alfred	Lott	City Manager	City of Albany, PO Box 447	Albany	GA	31702-0447	229-431-3234	229-431-3234	alott@albany.ga.us
Alco Connector	Alco Connector	Multimode/fixed	8/1/10	Present	na	na	na	na	na	na	na	na	na	na
Alta California Regional Center	Alta California Regional Center	Regional Center	7/1/91	Present	Timothy	Swank	Transportation Coordinator	2135 Butano Drive	Sacramento	CA	95825	916-978-6512	916-978-7368	tswank@altaregional.org

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Anaheim Transportation Network	Anaheim Resort Transit Service	Shuttle/fixed route	7/25/09	Present	Diana	Kotler	Executive Director	1280 S. Anaheim Blvd	Anaheim	CA	92802	714-563-5287	714-563-5289	dkotler@atnetwork.org
Anaheim Transportation Network	Toy Story Parking Lot Loop	Shuttle	3/19/10	Present	Diana	Kotler	Executive Director	1280 S. Anaheim Blvd.	Anaheim	CA	92802	714-563-5287	714-563-5289	dkotler@atnetwork.org
Anchorage School District	The Child in Transition/Homeless Project	Schoolbus	8/1/07	Present	Dave	Mayo-Kiely	Director of Children in Transportation	5530 East Northern Lights	Anchorage	AK	99504	907-742-3832	na	mayo-kiely_david@asdk12.org
Anchorage, Municipality of	AnchorRIDES - Municipality of Anchorage	Paratransit	7/1/07	Present	Jody	Karcz	Public Transporation Director	PO Box 196650	Anchorage	AK	99519-6650	907-343-8484	907-343-8402	KarczJM@muni.org
Anoka County	Anoka County Traveler Transit Services	Multimode/demand Fixed Route and DAR	8/1/10	Present	Tim	Kirchoff	Transportation Specialist	2100 3rd Ave	Anoka	MN	55303-2265	763-422-7088	763-323-5556	Tim.Kirchoff@co.anoka.mn.us
Archer, City of	City of Archer	Paratransit	12/1/03	1/4/08	na	na	na	na	na	na	na	na	na	na
Ashland, City of	Ashland Public Transit Service	Paratransit	1/2/09	Present	Ellie	Grubb	Assistant to the Mayor	Municipal Building - 206 Claremont Avenue	Ashland	OH	44805	(419) 289-8622	(419) 289-9613	elliegrubb@ashland-ohio.com
Ashtabula County Commissioners	Ashtabula County Transportation System (ACTS)	Multimode/demand	1/1/04	Present	Susan	Stoneman	ACTS Project Manager	4332 Main Avenue	Ashtabula	OH	44004	440-994-2033	440-994-2025	STONES01@odjfs.state.oh.us
Ashtabula County Commissioners	Veteran Services Transportation Services	Paratransit	1/1/08	12/31/08	Anna	Allshouse	Director/CVSO	1212 Lake Ave.	Ashtabula	OH	44004	440-964-8324 ext. 13	440-964-3582	vscac@alltel.net
Avenidas	Avenidas	Fixed Route	7/1/02	Present	Ginger	Johnson	Director of Operations	450 Bryant St	Palo Alto	CA	94303	650-326-5362	650-691-1119	gjohnson@avenidas.org
Barstow, City of	Barstow Area Transit	Multimode/fixed	8/3/03	Present	Jason	Shaw	Transportation Manager	220 Mountain View	Barstow	CA	92311	760-255-5270	760-256-1528	jshaw@barstowca.org
Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	Fixed Route	5/5/08	Present	Roy	Wileman	Logistics Co-ordinator	3312 Hwy 365 Box 272	Nederland	TX	77627	na	na	rwileman@bechtel.com
Bell Gardens, City of	Bell Gardens, City of	Multimode/fixed	9/28/03	12/31/08	John	Oropeza	Director of Public Works	8327 Garfield Ave	Bell Gardens	CA	90201	562-806-7770	562-806-7789	joropeza@ci.bell-gardens. com
Benicia, City of	Benicia Transit	Multimode/fixed	7/1/01	Present	Rob	Sousa	Finance Director	250 E. L. Street	Benicia	CA	94510	707-746-4217	707-746-4217	rob.sousa@ci.benicia.ca.us
Berlex Biosciences, a Division of Berlex, Inc.	Bayer Employee Shuttle	Shuttle	9/1/05	Present	Robert	Rozett	Manager	2600 Hilltop Dr "D"	Richmond	CA	94806	510-660-4745	na	robertrozett@berlex.com
Best Line	Best Line	Shuttle	12/1/06	12/19/08	Jill	Schaffer	President	1414 Harbor Way South, Suite 1800	Richmond	CA	94804	(510) 237-8600	na	jill@bestlineshades.com
Beverly Hills, City of	Beverly Hills, City of	Multimode/demand	8/1/02	Present	Martha	Eros	Transportation Planner	345 Foothill Road	Beverly Hills	CA	90210	310-285-2542	310-858-5965	meros@beverlyhills.org
Black Hawk Transportation Authority	Black Hawk Transportation Authority transportation system	Fixed Route	1/1/08	Present	Tom	Isbester	Director of Public Works	460 Gregory Street	Black Hawk	CO	80422	303-582-1324	303-582-2295	TIsbester@cityofblackhawk.org
Calaveras, County of	County of Calaveras	Fixed Route	7/1/03	Present	Jamie	Azarvand	Transportation Planner	891 Mt. Ranch Road	San Adreas	CA	95249	209-754-6401	na	jazarvand@co.calaveras.ca.us
Caldwell County Area Transit System, Inc.	Caldwell County Area Transit System (CCATS)	Paratransit	7/1/02	6/30/08	Mike	Bradshaw	Transportation Coordinator	P O Box 3178	Lenior	NC	28645	828-757-8679	828-757-2683	michaelbradshaw@twave.net
California State University East Bay	Campus BART Route	Shuttle	7/1/10	Present	na	na	na	na	na	na	na	na	na	na
California State University East Bay	Cal State Hayward Shuttle	Fixed Route	2/15/00	9/13/08	Derick	Lobo	Alternative Transportation Coordinator	25800 Carlos Bee Blvd.	Hayward	CA	94542-3095	(510) 885-4638	510.581.7995	derrick.lobo@csueastbay.edu
Camarillo, City of	Camarillo Area Transit (CAT)	Fixed Route/Paratransit	8/30/10	Present	Roc	Pulido	Traffic Engineer	601 Carmen Drive	Camarillo,	CA	93010	(805) 388-5346	(805) 388-5387	rpulido@ci.camarillo.ca.us
Capitola, City of	Capitola Summer Shuttle	Fixed Route	5/24/04	Present	Steven	Jesberg	Public Works Director	420 Capitola Avenue	City of Capitola	CA	95010	(831) 475-7300	(831) 479-8879	sjesberg@ci.capitola.ca.us
Carson City, City and County of	Carson City	Multimode/fixed	7/1/02	Present	Patrick	Pittenger	Transportation Manager	3505 Butti Way	Carson City	NV	89701	(775) 887-2355 ext.7396	(775) 887-2112	ppittenger@carson.org
Cary, Town of	Cary Transit (C-TRAN)	Multimode/demand	10/1/10	Present	na	na	na	na	na	na	na	na	na	na
Central Coast Alliance for Health	CCAH	Paratransit	1/1/00	5/3/08	Angelique	Milhouse	na	1600 Scotts Valley Road #101	Scotts Valley	CA	95066	408-430-5625	na	amilhouse@ccah-alliance.org
Central Florida Regional Transportation Authority d/b/a LYNX	Access Lynx	Paratransit	3/18/02	Present	William	Hearndon	Manager of Paratransit Operations	455 N. Garland Ave	Orlando	FL	32801-1518	407-254-6092	407-254-6137	bhearndon@golynx.com

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Cerritos, City of	Cerritos On Wheels and Dial-A-Ride	Fixed Route	4/8/04	Present	Torrey	Contreras	Director of Community Development	18125 Bloomfield Drive	Cerritos	CA	90703	562-860-0311	na	Tcontreras@cerritos.us
Charles County Commissioners	Van Go	Multimode/fixed	7/1/07	Present	Jeff	Barnett	Chief of Transportation	Community Services, 8190 Port Tobacco Road	Port Tobacco	MD	20677	301-934-0102 ext.5102	301-934-0107	BarnettJ@charlescounty.org
Colorado Springs, City of	Colorado Springs, City of Transit Division	Paratransit	1/1/04	1/31/09	Sherre	Ritenour	Transit Manager	1015 Transit Drive	Colorado Springs, CO	CO	na	719-385-5429	719-385-5419	sritenour@springsgov.com
Colorado Springs, City of	Front Range Express (FREX)	Fixed Route	10/15/07	1/31/09	Tim	McKinney	Contracting Manager	1015 Transit Drive	Colorado Springs	CO	80903	(719)385-7445	na	tmckinney@springsgov.com
Command Management Services	Command Management Services	Fixed Route	10/16/00	1/31/08	Deborah	Arrufat	na	621 SW Alder Ste 810	Portland	OR	97205	503-445-2575	na	deborah@cms-corp.com
Commission for the Transportation Disadvantaged	Palm Beach County Medicaid Non-Emergency Transportation Program	Non Emergency Medical Transportation (NET)	7/1/07	Present	Bobby	Jernigan	Executive Director	605 Suwannee Street, MS 49	Tallahassee	FL	32399	(850) 410-5700	(850) 410-5752	bobby.jernigan@dot.state.fl.us
Commission for the Transportation Disadvantaged	St. Lucie Transportation - Non-Emergency Medical Transportation	Non Emergency Medical Transportation (NET)	11/1/08	Present	Bobby	Jernigan	Executive Director	605 Suwanee Street, MS 49	Tallahassee	FL	32399	(850) 410-5706	(850) 410-5752	bobby.jernigan@dot.state.fl.us
Commission for the Transportation Disadvantaged	CTD - Transportation Provider-Alachua County	Non Emergency Medical Transportation (NET)	1/1/05	Present	Bobby	Jernigan	Executive Director	605 Suwannee Street, MS 49	Tallahassee	FL	32399	(850) 410-5700	(850) 410-5752	bobby.jernigan@dot.state.fl.us
Commission for the Transportation Disadvantaged	CTD ADA Service (Trip & Equipment Grant)	Paratransit	10/1/03	Present	Bobby	Jernigan	Executive Director	605 Suwannee Street, MS 49	Tallahassee	FL	32399	(850) 410-5700	(850) 410-5752	bobby.jernigan@dot.state.fl.us
Commission for the Transportation Disadvantaged	CTD Alachua County Community Transportation Coordinator	Non Emergency Medical Transportation (NET)	10/1/03	Present	Bobby	Jernigan	Executive Director	605 Suwannee Street, MS 49	Tallahassee	FL	32399	(850) 410-5700	(850) 410-5752	bobby.jernigan@dot.state.fl.us
Commission for the Transportation Disadvantaged	Volusia County Medicaid Non-Emergency Transportation	Non Emergency Medical Transportation (NET)	3/1/08	12/31/09	Bobby	Jernigan	Executive Director	605 Suwannee Street, MS 49	Tallahassee	FL	32399-0450	850-410-5700	850-410-5752	bobby.jernigan@dot.state.fl.us
Compton, City of	Compton Renaissance Fixed Route Transit System	Fixed Route	9/8/03	Present	William	Norfleet	City Manager	205 South Willowbrook Avenue	Compton	CA	90220	(310) 605-5585	na	wnorfleet@comptoncity.org
Department of Health Services	CDPH Shuttle/Richmond DHS	Shuttle	8/1/05	Present	Beverly	Blakeney	Assoc. Gov't Program Analyst	850 Marina Bay Parkway, Room F-175	Richmond	CA	94806	510-231-6869	na	na
Dinuba, City of	Dinuba Transit	Fixed Route	1/2/07	Present	Blanca	Beltran	Public Works Director	1088 E. Kamm	Dinuba	CA	93618	559-591-5924	559-591-5923	bbeltran@dinuba.ca.gov
Downey, City of	Dial-A Ride	Paratransit	1/10/07	Present	Thad	Phillips	Director of Community Services	11111 Brookshire Avenue	Downey	CA	90241	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
Downey, City of	Downey Fixed Route	Fixed Route	7/1/02	Present	Thad	Phillips	Director Community Services	11111 Brookshire Avenue	Downey	CA	90241	562-904-7236	(562) 904-7296	tphillips@downeyca.org
Durham, City of	Durham Area Transit Authority (DATA)	Fixed Route	7/1/04	Present	Steve	Mancuso	Transit Adminstrator	224 N Hoover Road	Durham	NC	27703	919-957-7336	na	stephen.mancuso@durhamnc.gov
ElderCare of Alachua County, Inc.	ElderCare of Alachua County, Inc.	Paratransit	10/1/03	Present	Jeffrey	Lee	Director	4026 NW 22nd Drive	Gainesville	FL	32605	352-265-9040	352-265-9041	leejb@shands.ufl.edu
Elk Grove, City of	e-tran	Fixed Route	1/2/05	Present	Tiffani	Fink	Transit System Manager	10250 Iron Rock Way	Elk Grove	CA	95624	916-687-3030	na	tfink@elkgrovecity.org
Englewood, City of	Art Shuttle	Fixed Route	1/1/10	Present	Harold	Stitt	na	1000 Englewood Parkway	Englewood	CO	80110	303-762-2341	303-783-6895	hstitt@englewoodgov.org
Fairfax, City of	Fairfax County Connector - Operation and Management Services - Public Transportation Bus System	Fixed Route	7/1/09	Present	Ernestine	Wilkins	Senior Contract Administrator	4050 Legato Rd	Fairfax	VA	22033	703-877-5621	na	Ernestine.Wilkins@fairfaxCounty.gov

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Fairfax, County of	County of Fairfax	Paratransit	11/1/02	Present	Matthew	Spruill	FASTRAN - Division Director	12011 Government Ctr	Fairfax	VA	22035	702-324-7060	702-803-8166	Matthew.Spruill@fairfaxcounty.gov
Fairfield, City of	Fairfield-Suisun Transit	Multimode/fixed	11/1/98	Present	George	Fink	Transit Manager	2000 Cadenasso Drive	Fairfield	CA	94533	(707)428-7768	(707)426-3298	gfink@fairfield.ca.gov
Flatiron Improvement District	ZIP Shuttle	Shuttle	8/28/01	12/31/07	Joanne	Greek	Executive Director	#1W.Flatiron Circle	Broomfield	CO	80021	720-887-9583	730-887-9586	jgreekfid@zipshuttle.com
Foothill Transit	Foothill Transit Fixed Route from Irwindale Facility	Fixed Route	7/15/07	Present	Doran	Barnes	Executive Director	100 South Vencent Ave, Suite 200	West Covina	CA	91732	(626) 931-7200	(626) 931-7300	dbarnes@foothilltransit.org
Ford Point	Ford Point Shuttle	Shuttle	11/1/06	Present	Ivonne	Inurritegui-Folster	Orton Development, Inc.	3049 Research Drive	Richmond	CA	94806	(510) 758-3880	(510) 758-7692	iif@ortondevelopment.com
Foster, City of	Foster City, City of	Paratransit	4/16/01	Present	Colleen	Fae	Recreation Coordinator	650 Shell Blvd	Foster City	CA	94404	650-286-3378	na	cfae@fostercity.org
Fremont, City of	Fremont, City of	Paratransit	7/1/03	Present	Shawn	Fong	Paratransit Program Manager	3300 Capitol Avenue	Fremont	CA	94537	510-574-2033	510-574-2054	sfong@ci.fremont.ca.us
Fresno, City of	Fresno	Paratransit	12/17/05	Present	Kenneth	Hamm	Director of Transportation	2223 G Street	Fresno	CA	93706	559-621-1440	559-448-1065	Kenneth.Hamm@fresno.gov
Gainesville, City of	City of Gainesville	Paratransit	10/1/02	Present	Lynn	Godfrey	Senior Planner	2009 NW 67th Pl SteA	Gainsville	FL	32653-1603	352-955-2200 ext. 110	352-955-2209	godfrey@ncfpc.org
Glendale, City of	Glendale B-line	Fixed Route	3/31/02	Present	Kathryn	Engel	Transportation Manager	633 E Broadway #300	Glendale	CA	91206	818-548-3960 ext. 4	818-409-7027	kengel@ci.glendale.ca.us
Gold Coast Transit	Gold Coast Transit	Paratransit	6/29/08	Present	Margaret	Heath	Project Manager	201 E. Fourth Street	Oxnard	CA	93030	805-483-3959 ext.120	na	mheath@goldcoasttransit.org
Golden Gate Regional Center	Golden Gate Regional Center - Transportation Services	Regional Center	4/15/02	Present	Paul	Gayler	Transportation Coordinator	120 Howard Street	San Francisco	CA	94117-1898	415-832-5792	415-832-5795	paulg@rdtsi.com
Greater Cleveland Regional Transit Authority	Greater Cleveland Regional Transit Authority	Paratransit	8/17/03	11/15/08	Michael	Hargrove	District Director of Paratransit District	401 Euclid Ave	Cleveland	OH	44103	216-781-6083	216-781-6081	mhargrove@gcrta.org
Greater Orlando Aviation Authority	Greater Orlando Aviation Authority	Shuttle	10/1/04	Present	Darrell	Brantley	Manager of Transportation Contracts	One Airport Blvd.	Orlando	FL	32827-4399	407-825-2235	407-825-2341	dbrantley@goaa.org
Greater Peoria Mass Transit District	CityLift	Paratransit	7/1/01	Present	John	Williams	Special Services Coordinator	2105 N. E. Jefferson Ave.	Peoria	IL	61603	309-679-8139	na	jwilliams@ridecitylink.org
Greenville, City of	City of Greenville, Demand Response Transit System	Paratransit	1/1/10	Present	Pamela	Garland	Public Transportation Director	100 Public Square	Greenville	OH	45331	937-548-0437	937-548-1704	pgarland@cityofgreenville.org
Guilford County	Guilford County	Paratransit	8/1/06	Present	Myra	Thompson	Acting Transportation Director	301 West Market Street, Suite 203	Greensboro	NC	27402	3366413094	na	mthomps@guilford.nc.us
Hampton Roads Transit (HRT)	Hampton Roads Transit (HRT)	Paratransit	11/15/03	Present	Wright	Parkes	Director of Procurement	3400 Victoria Blvd	Hampton	VA	23661	757-222-6014	757-222-6119	mparkes@hrtransit.org
Hayward, City of	Hayward, City of	Paratransit	3/15/03	Present	David	Korth	Director	777 B Street	Hayward	CA	94541	510-583-4227	510-583-3650	na
Health Care District of the Palm Beaches	Health Care District of the Palm Beaches - Medicaid Transportation Services	Paratransit	9/1/07	2/28/08	Amy	Flores	Director of Member Services	345 Datura Street, Suite 401	West Palm Beach	FL	33401-5432	561-659-1270 ext.5560	561-820-1319	aflores@hcdpbc.org
High Point, City of	City of High Point-Hi Tran Paratransit	Paratransit	7/1/09	Present	Angela	Wynes	Assistant Transit Manager	716 West Kivett Drive	High Point	NC	27262	na	na	angela.wynes@highpointnc.gov
Holland, City of	Macatawa Area Express (MAX)	Multimode/demand	7/1/05	6/30/10	Linda	LeFebre	Max Coordinator	171 Lincoln Ave, Suite 20	Holland	MI	49423	616-355-1010	616-928-2467	l.lefebre@cityofholland.com
Hospice of Citrus County	Hospice of Citrus County	Paratransit	11/15/07	Present	Clair	Rains	na	PO BOX 641270	Beverly Hills	FL	34464	na	na	na
Indianapolis Public Transportation Corporation	Indianapolis Public Transportation Corporation	Paratransit	2/6/00	Present	Paula	Haskin	Director of Flexible and Contracted Services	1501 West Washington Street	Indianapolis	IN	45222	317-314-9258	317-630-9167	phaskin@indygo.net
Indianapolis Public Transportation Corporation	IndyGo Paratransit Dispatching, Reservations and Scheduling	Paratransit - Indygo Call Center	1/1/09	Present	Paula	Haskin	Procurement Director	1501 West Washington Street	Indianapolis	IN	46222	3176149206	3172669163	phaskin@indygo.net
Infineon Raceway	Infineon Raceway Charter Shuttle Service	Shuttle	2/1/05	Present	Bobby	O'Gorman	na	29355 Arnold Drive	Sonoma	CA	95476	707-334-9825	707-938-1373	bogorman@infineonraceway.com

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Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Interurban Transit Partnership (ITP)	The Rapid, GO!Bus, PASS, and County Connection Services	Paratransit	7/29/02	Present	Meegan	Joyce	Manager, Special Services	300 Ellsworth SW	Grand Rapids	MI	49503	616-456-7514	616-459-6337	mjoyce@ridetherapid.org
Interurban Transit Partnership (ITP)	Grand Rapids International Airport Shuttle	Shuttle	1/3/06	11/1/08	Kevin	Wisselink	Public Transportation Coordinator	300 Ellsworth SW	Grand Rapids	MI	49503	616-774-1159	616-774-1159	kwisselink@ridetherapid.org
Irvine, City of	the i	Fixed Route	3/31/08	Present	Amelia	Jennings	Transit Program Administrator	1 Civic Center Drive	Irvine	CA	92623-9575	949-724-6288	949-724-7517	ajennings@ci.irvine.ca.us
Jacksonville, City of	City Transit System	Fixed Route	11/1/07	Present	Ron	Massey	Assist City Manager	815 New Bridge Street	Jacksonville	NC	28540	9109386559	9104556761	rmassey@ci.jacksonville.nc.us
Kaiser Permanente	The Shuttle, Inc. Kaiser Employee Shuttle	Shuttle	1/3/06	1/31/09	Barbara	Jones	Owner	11 Dowitcher Way	San Rafael	CA	94901	415-454-4301	na	Barbara32@comcast.net
King County	King County	Paratransit	6/1/01	8/1/08	Robert	Sahm	Contract Administrator	821 2nd Ave Ste10	Seattle	WA	98104	206-263-4498	206-263-3101	bob.sahm@metrokc.gov
Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	Multimode/fixed/Par-Transit	7/1/03	Present	Ronald	Hughes	Transit Manager	1340 North Drive	Hanford	CA	93230	559-582-3211 ext. 2696	559-587-0714	rhughes@co.kings.ca.us
La Mirada, City of	La Mirada Transit Services	Paratransit	10/1/08	Present	Tony	Moreno	Administrative Services	13700 La Mirada Blvd	La Mirada	CA	90638	(562)943-0131	(562)943-3666	tmoreno@cityoflamirada.org
Lancaster, City of	Lancaster Public Transit System	Multimode/demand	6/1/01	Present	Carrie	Woody	Public Transit Administrator	746 Lawrence St.	Lancaster	OH	43130	740-687-6858	740-681-5088	cwoody@ci.lancaster.oh.us
Lassen, County of	Lassen Rural Bus System (LRBS)	Multimode/demand	7/1/02	Present	Dan	Douglas	Transportation Planner	707 Nevada St #4	Susanville	CA	96130	530-251-8305	530-251-2675	ddouglas@co.lassen.ca.us
Lassen, County of	Lassen Senior Services	Paratransit	8/11/03	Present	Dan	Douglas	Transportation Planner	707 Nevada Street, Suite 4	Susanville	CA	96130	530-251-8305	na	ddouglas@co.lassen.ca.us
Lawrence, City of	Public Transit Services & ADA Eligibility Certification	Fixed Route & Paratransit	8/1/07	Present	Robert	Nugent	Public Transit Administrator	PO Box 708, 6 East 6th Street	Lawrence	KS	66044	785-823-3464	785-832-3462	rnugent@ci.lawrence.ks.us
Lenoir, County of	Kinston-Apple Acquisition	Paratransit	5/14/07	3/10/08	na	na	na	na	na	na	na	na	na	na
Lifestream	LifeStream - School Bus Service	Schoolbus	7/1/05	Present	Howard	Wiener	na	na	Leesburg	FL	34749	na	na	na
Livermore Amador Valley Transit Authority (LAVTA)	Wheels	Multimode (+ commuter)	7/1/02	Present	Paul	Matsuoka	Executive Director	1362 Rutan Court	Livermore	CA	94551	925-455-7564	925-443-1375	pmatsuoka@lavta.org
Lodi, City of	City of Lodi Fixed-Route, Paratransit and Demand-Response Operations	Multimode/demand/ DAR/Fixed Route	7/1/03	Present	Paula	Fernandez	Transit Manager	221 West Pine Street	Lodi	CA	95241	209-333-6800 x2667	209-333-6710	pjf@lodi.gov
Lorain, Board of Couty Commissioners	Lorain County Transit	Multimode/fixed	4/1/05	12/31/08	Richard	Enty	General Manager	216 Third Street	Elyria	OH	44035	(440) 328-2493	(440) 328-2494	renty@loraincounty.us
Lynwood, City of	Lynwood Trolley Services	Fixed Route	4/1/07	Present	Josef	Kekula	Capital Improvements Manager	City Hall, 11330 Bullis Road	Lynwood	CA	90262	310-603-0220	na	Jkekula@lynwood.ca.us
Manteca, City of	Manteca Transit	Multimode/fixed	9/30/06	Present	Johanna	Ferriera	Administrative Analyst / Transit	1001 Center St.	Manteca	CA	95337	209-239-0635	209-825-2530	jferriera@ci.manteca.ca.us
Marin County Department of Health and Human Services	Marin County Dept. of Health & Human Service	Shuttle	7/1/06	Present	Cyndie	Gunselman	Project Manager	120 N. Redwood Dr.	San Rafael	CA	94903	415-473-3322	na	cgunselman@co.marin.ca.us
Marin County Transit District	West Marin Stagecoach	Fixed Route	7/1/06	Present	Amy	Van Doren	Transit Planning Manager	750 Lindaro Street, Suite 200	San Rafael	CA	94901	415-226-0859	na	avandoren@co.marin.ca.us
Maryland Transit Administration (MTA)	Maryland Transit Administration (MTA)	Paratransit	7/1/04	Present	Sharon	Smith	Director of Mobility Services	4201 Patterson Avenue	Baltimore	MD	21215	410-764-7434	na	ssmith@mta.maryland.com
Metropolitan Tulsa Transit Authority	Metropolitan Tulsa Transit Authority	Paratransit	11/1/09	Present	Debbie	Ruggles	Director of Paratransit Services	510 S. Rockford Avenue	Tulsa	OK	74120	(918)382-4933	na	druggles@tulsatransit.org
Microsoft Canada Development Centre Co.	MCDC Shuttle Services - Company Participation Agreement	Shuttle	7/1/08	4/30/10	na	na	na	na	na	na	na	na	na	na
Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	Fixed / Deviated / Demand / Commuter	7/1/05	Present	Lynn	Frosch	Transportation Manager	One Microsoft Way, Lincoln Square/14321	Redmond	WA	98052	425-707-5162	na	lynn.frosch@microsoft.com
Microsoft Corporation	Microsoft Services University MSSU	Shuttle	9/24/08	4/8/09	na	na	na	na	na	na	na	na	na	na

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Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Microsoft Corporation	Microsoft Shuttle	Shuttle	1/1/06	8/14/08	Debra	Casas	Customer Service Coordinator	na	na	CA	na	650-693-1589	650-693-1595	v-debca@microsoft.com
Millbrae, City of	Millbrae, City of	Paratransit	10/31/05	12/31/08	Michael	Wride	Recreation Director	477 Lincoln Circle	Millbrae	CA	94030	650-259-2360	na	na
Mission Bay Transportation Management Assoc	Mission Bay Shuttle Service	Shuttle	5/1/10	Present	Wendy L	Slivani	Transportation Coordinator/ Consultant	791 Mandana Blvd.	Oakland	CA	94610	510-465-0724	510-465-6637	wlspr@aol.com
Modesto, City of	Modesto Area Express (MAX)	Fixed Route	6/1/02	Present	Fred	Cavanah	Transit Manager	1010 Tenth Street (PO Box 642)	Modesto	CA	95354	209-577-5298	209-571-5521	fcavanah@modestogov.com
Modoc Transportation Agency	Sage Stage	Multimode/fixed	2/1/00	Present	Pamela	Couch	Transportation Manager	111 West North St	Alturas	CA	96101	530-233-6410	530-233-6424	cimbach@frontiernet.net
Monterey Park, City of	SPIRIT Bus System	Fixed Route	7/1/10	Present	na	na	na	na	na	na	na	na	na	na
Monterey-Salinas Transit (MST)	Monterey-Salinas Transit (MST)	Multimode/demand	7/18/04	Present	Robert	Weber	Director of Transportation	1 Ryan Ranch Road	Monterey	CA	93940	831-393-8108	na	rweber@mst.org
Montgomery County	Ride On Small Bus Service	Fixed Route	2/25/07	2/28/08	Steven	Wells	Chief of Operations	101 Monroe Street	Rockville	MD	20850	(240) 777-5877	na	na
Moorpark, City of	Moorpark, City of	Paratransit	7/1/04	6/30/09	Shaun	Kroes	Senior Management Analyst	799 Moorpark Avenue	Moorpark	CA	93021	805-517-6248	805-529-8270	skroes@ci.moorpark.ca.us
Morro Bay, City of	MBDAR and Trolley Operations and Management	Multimode/demand	7/1/01	Present	Janeen	Burlingame	Management Analyst	595 Harbor Street	Morro Bay	CA	93442	805-772-6263	805-772-7329	Jburlingame@morro-bay.ca.us
National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	Shuttle	10/20/10	Present	Andrew	Feldon	Manager of Bus Operations	810 North Alameda St.	Los Angles	CA	na	408-592-0617	408-271-5125	feldona@amtrak.com
National Railroad Passenger Corporation dba Amtrak	Amtrak Route 37 Thruway Busing	Fixed Route	10/31/05	5/12/08	Dick	Bush	Manager of Bus Operations	810 North Alameda St.	Los Angles	CA	na	408-271-5125	408-271-5125	na
National Renewable Energy Laboratory	NREL Bus Service	Shuttle	6/21/10	Present	John	Brock	Sr. Subcontracts Adminstrator	1617 Cole Blvd. Mailstop 1533	Golden	CO	80401	303-275-3134	303-275-3109	na
New Jersey Transit Corporation	Access Link - Region 5	Paratransit	1/14/06	6/12/09	Michael	Randolph	Mgr, Paratransit Contracts	1 Penn Plaza	Newark	NJ	7105	973-491-4271	973-206-6296	na
New York City Transit Authority	Access-A-Ride (Harlem)	Paratransit	2/1/09	Present	Christine	Dako	Contract Manager	33-00 Northern Blvd	Long Island City	NY	11101	718-393-4026	na	christine.dako@nyct.com
New York City Transit Authority	Access-A-Ride (Staten Island)	Paratransit	10/1/08	Present	Christine	Dako	Contract Manager	33-00 Northern Blvd	Long Island City	NY	11101	718-393-4026	na	christine.dako@nyct.com
New York City Transit Authority	Access-A-Ride (Brooklyn)	Paratransit	10/1/01	Present	Christine	Dako	Contract Manager	33-00 Northern Blvd.	Long Island City	NY	11101	718-393-4026	na	christine.dako@nyct.com
Newark, CA, City of	City of Newark Paratransit Specials	Paratransit Group Trip Specials	11/20/00	Present	David	Zehnder	Recreation & Community Services Director	6800 Mowry Avenue	Newark	CA	94560	(510) 578-4405	(510) 578-4490	david.zehnder@newark.org
Newark, OH, City of	Earthworks Transit	Paratransit	4/1/09	Present	Anne	Arnott	Transit Administrator	40 W Main St, Suite 407	Newark	OH	43055	740-670-7708	740-349-6697	aarnott@newarkohio.net
Nintendo of America	Nintendo	Fixed Route	5/12/08	Present	Sara	Hatfield	na	4600 150th Ave NE	Redmond	WA	98052	425-497-7796	na	Sara Hatfield [saraha01@noa.nintendo.com]
North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	Shuttle	3/29/09	Present	Fred	Slye	Pastor	3530 De La Cruz Blvd	Santa Clara	CA	95054	408-988-8881	408-988-8899	sslye@nvbc.org
Norwalk, City of	Norwalk Transit System (NTS) Advance Reservation Dial-A-Ride (DAR) Subscription Service	DAR	7/12/10	Present	Damian	Rosales	Management Analyst II - Transit Procurement	12700 Norwalk Blvd	Norwalk	CA	90650	562-929-5550	562-929-5572	drosales@ci.norwalk.ca.us
Oak Park Township	Oak Park Circulator Transit Services	Fixed Route	4/26/01	Present	Pete	Dame	Deputy Village Manager	123 Madison St	Oak Park	IL	60302	708-358-5778	708-353-9584	dame@oak-park.us
Ontario, County of	Ontario County Area Transit System (CATS)	Multimode/fixed	1/1/11	Present	Janet	Starr	Director, Office of Transportation	2914 County Road 48	Canandaigua	NY	14424	585-396-4018	na	Janet.Starr@co.ontario.ny.us
Orange County Transportation Authority	OCTA Fixed Route, StationLink and Express Bus Service	Fixed Route	7/1/09	Present	NA	Mr.	Curt	Burlingame	Section Manager	500 S. Main St	Orange	CA	92863	714-560-5921
Outreach & Escort, Incorporated	San Jose Outreach	Paratransit	10/16/07	Present	Kathryn	Heatley	CEO	926 Rock Avenue, Suite 10	San Jose	CA	95131	408-436-6865	(408) 437-9499	heatleyk@outreach2.org
Pacific Gas & Electric	Richmond Bart Shuttle	Shuttle	10/29/07	8/8/08	Terry	Fischer	Procurement Specialist	N5D, P.O. Box 770000	San Francisco	CA	94177	(415) 973-5774	(415) 973-0185	TNF7@pge.com
Palm Beach, County of	Palm Tran Connection	Paratransit	2/13/05	Present	Ron	Jones	Director of Paratransit	3040 S. Military Tr., Suite C	Lake Worth	FL	33463	561-649-9848	na	rxjones@co.palm-beach.fl.us

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Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Palm Beach, County of	The Link of West Palm Beach	Deviated Fixed Route	2/4/08	6/24/10	Lilli	Agee	Project Manager	3201 Electronic Way	West Palm Beach	FL	33407	561-312-3407	561-841-4291	lagee@co.palm-beach.fl.us
Pender Adult Services, Inc.	Pender Adult Services	Multimode/demand	5/14/07	Present	Judy	Cromer	Director of Transportation	PO Box 1251	Burgaw	NC	28425	910-259-9119	na	cromer@penderadultservices,com
Peninsula Joint Powers Board	Peninsula Joint Powers Board	Shuttle	5/1/02	6/30/10	na	na	na	na	na	na	na	na	na	na
Petaluma People Services	Petaluma People Services - Maintenance	Maintenance	7/1/00	6/30/10	Elece	Hempel	Associate Executive Director	1500 Petaluma Blvd, South, Ste A	Petaluma	CA	94952	707-765-8488	na	elece@patalumapeople.org
Petaluma, City of	Petaluma Transit	Fixed Route	7/1/00	Present	Joe	Rye	Transit Manager	555 N Mcdowell Blvd	Petaluma	CA	94954	707-778-7421	na	jrye@ci.petaluma.ca.us
Philadelphia Corporation for Aging	Philadelphia Corp. on Aging	Paratransit	6/13/05	Present	Mark	Myers	Transportation Manager	642 N. Broad St	Philadelphia	PA	19130	215-765-9000	na	mmyers@pcaphil.org
Phoenix, City of	Dial A Ride & Ahwatukee Neighborhood Circulator	Paratransit	7/1/01	Present	Mike	Nevarez	Transit Operations Contract Supervisor	303 N. 1st St. #900	Phoenix	AZ	85003	602-262-1611	602-495-2002	Mike.nevarez@phoenix.gov
Phoenix, City of	Phoenix Alternative Transportation Services - Dialysis and Employment Taxi Subsidy, and the ADA and Senior Alt. Trans. Programs. Contract No 124389	Paratransit	7/1/08	Present	Mike	Nevarez	Transit Operations Contract Supervisor	303 N. 1st St. #900	Phoenix	AZ	85003	602-262-1611	na	Mike.nevarez@phoenix.gov
Pima County Regional Transportation Authority	Seamless Regional Transit Circulator Service	Fixed route/deviated fixed route	5/4/09	Present	Jeremy	Papuga	Transit Planning and Operations Manager	177 N Church Ave., Suite 405	Tucson	AZ	85701	520-792-1093 x 477	520-620-6981	jpapuga@pagnet.org
Placer, County of	Tahoe Area Regional Transit(TART)	Fixed Route	12/1/07	Present	A.L. (Tony)	Middleton	Transportation Systems Supervisor	3091 County Center Drive, Suite 220	Auburn	CA	95603	530-745-3530	530-745-3567	tmiddlet@placer.ca.gov
Presidio Trust	Presidio Trust Shuttle	Fixed Route	3/8/09	Present	Barbara	Helphrey	Contract Specialist	Bldg. 34 Graham Str.	San Francisco	CA	94129	415-561-5098	415-561-5303	bhelphrey@presidiotrust.gov
Presidio Trust	Letterman Digital Arts	Shuttle	3/8/09	3/8/09	na	na	na	na	na	na	na	na	na	na
Public Health Foundation Enterprises, Inc	CDPH Infant Botulism Shuttle	Shuttle	11/17/08	4/9/09	Ed	Bunning	Senior Contracts Manager	13200 Crossroads Pkwy N #135	Industry	CA	91746	562-699-3484	562-699-9638	ebunning@phfe.org
Pueblo, City of	Pueblo Transit Citi-Lift	Paratransit	12/1/07	Present	Brenda	Broyles	Transit Superintendent	350 S. Grand Avenue	Pueblo	CO	81003	719-553-2725	na	bbroyles@pueblo.us
Rancho Cordova Adult Day Health Care	ABR Maintenance for the Rancho Cordova Adult Day Health Care	Maintenance	6/15/09	4/10/10	na	na	na	na	na	na	na	na	na	na
Regional Center East Bay (RCEB)	Regional Center of the East Bay (RCEB)	Regional Center	7/1/01	Present	Francine	Davis	Director, Community Services Divison	500 Davis Street Suite 100	San Leandro	CA	94577	510-383-1200	510-633-5022	fdavis@rced.org
Regional Transportation Authority in Corpus Christi, Texas	Corpus Christi, B-Line	Fixed-Route / Paratransit Demand Response	1/1/03	Present	Terry	Klinger	Purchase Transportation Manager	5658 Bear Lane	Corpus Christi	TX	78405	(361) 903-3529 ext. 3529	na	tklinger@ccrta.com
Regional Transportation Commission of Washoe County (RTC)	Regional Transportation Commission	Paratransit	7/1/04	6/30/10	Lea	Rogers	Paratransit Administrator	600 Sutro Street	Reno	NV	89512	775-335-1906	na	lrogers@rtcwashoe.com
Regional Transportation District (RTD Denver)	Access A Ride	Paratransit	11/2/02	Present	Larry	Buter	Manager	1600 Blake St reet	Denver	CO	80202	303-299-2152	303-299-2992	larry.buter@rtd-denver.com
Regis Jesuit High School	Regis Jesuit High School, Aurora, CO	Schoolbus	8/31/03	Present	Brian	Normile	Operations Manager	6300 South Lewiston Way	Aurora	CO	80016	303-261-5502	303-221-4772	bnormile@regisjesuit.com
Rio Vista, City of	Rio Vista Delta Breeze	Multimode/fixed	1/2/07	12/31/09	John	Andoh	Transit Coordinator	One Main Street	Rio Vista	CA	94571	707-374-5337	707-374-5319	jandoh@ci.rio-vista.ca.us
Roseville, City of	Roseville Transit System	Multimode (DAR, Fixed, Commuter)	7/1/01	Present	Mike	Wixon	Alternative Transportation Manager	311 Vernon Street	Roseville	CA	95678	916-774-5480	916-774-5195	mwixon@roseville.ca.us
Rotary Valley Bridge Housing	Rotary Village	Fixed Route	7/1/09	Present	Leonie	Calvert	Property Supervisor (Bridge Housing Corp)	345 Spear Street, Suite 700	San Francisco	CA	94105	415-989-1111	na	lcalvert@bridgehousing.com
Rowan County Department of Social Services	Rowan County Department of Social Services - Medicaid	Paratransit	7/1/09	Present	Sandra	Wilkes	Director, Rowan County	1236 West Innes Street	Salisbury	NC	28144	7042168422	7046383041	na

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Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Rowan County Government on behalf of Rowan Transit System (RTS)	Rowan County Transit	Paratransit	8/1/03	Present	Clyde	Fahnestock	Director, Senior Services Transportation	1120 S. Martin Luther King Jr. Ave.	Salisbury	NC	28144	704 216-7700	704-638-3059	Clyde.Fahnestock@rowancountync.gov
S & B Engineers & Construction, Ltd.	S&B Shuttle	Shuttle	5/10/10	Present	N.L. (Buck)	Henneke	S&B Subcontracts Manager	7825 Park Place Blvd	Houston	Texas	77087	409-984-0009	na	nlhenneke@sbec.com
Salem Area Mass Transit District	CherryLift ADA Paratransit Services	Paratransit	6/29/10	Present	Melissa	Bradley	Contracted Transprotation Manager	555 Court Street NE, Suite 5230	Salem	OR	97302	503-588-2424	503-588-5119	bradleym@cherriots.org
Salem Area Mass Transit District	TripLink Call Center	Paratransit	6/28/10	Present	Melissa	Bradley	Contracted Transprotation Manager	555 Court Street NE, Suite 5230	Salem	OR	97302	503-588-2424	503-588-5119	bradleym@cherriots.org
San Andreas Regional Center (SARC)	San Andreas Regional Center - Monterey Service	Regional Center	9/1/07	Present	Mike	Carbaugh	Business Services Manager	300 Orchard City Drive #170	Campbell	CA	95008	408-341-3444	na	samikec@carc.org
San Andreas Regional Center (SARC)	San Andreas Regional Center - San Jose Service	Regional Center	10/1/97	Present	Michael	Carbaugh	Business Services Manager	300 Orchard City Dr #170	Campbell	CA	95008	408-341-3444	408-379-5739	samikec@sarc.org
San Benito County Local Transportation Authority	San Benito County Express	Multimode (+ commuter)	1/1/01	Present	Lisa	Rheinheimer	Executive Director	330 Tres Pinos Road, Suite C7	Hollister	CA	95023	831-637-7665	831-636-4160	lisar@sanbenitocog.org
San Francisco Unified School District	San Francisco Unified School District	Fixed Route	1/7/02	Present	Frank	O' Hara	Supervisor Transportation	1000 Shelby Str.	San Francisco	CA	94129	415-695-5505	na	ohara@sfusd.ed
San Francisco, City and County of	San Francisco Mission Street Shuttle	Shuttle	11/3/08	Present	May	Jaber	Real Estate Division	25 Van Ness Ave. Suite 400	San Francisco	CA	94102	415-554-9821	415-552-9216	may.jaber@sfgov.org
San Francisco, City and County of	SF Department of Public Health (CBHS)	Paratransit	7/1/03	Present	David M.	Curto	Director of Contracts	1650 Mission Street	San Francisco	CA	94103	415-557-5581	415-557-5679	David.curto@sfgov.org
San Francisco, City and County of	DMS Client Transportation	Paratransit	7/1/99	Present	Mario	Hernandez	Coordinator	1380 Howard Street 5th Floor	San Francisco	CA	94103	415-255-3503	na	na
San Joaquin Regional Transit District	County Transportation Services	Fixed Route/Deviated Fixed Route/Commuter	9/5/10	Present	Sharon	Miller	Procurement Manager - Contracts	421 East Weber Avenue, 2nd Floor	Stockton	CA	95201	209-948-5566 ext. 607	209-948-8516	smiller@sanjoaquinrtd.com
San Leandro Transit Management Organization (SLTMO)	SLTMO's Eden Medical Center Shuttle	Shuttle	5/1/01	Present	Gordon	Galvin	Executive Director	262 Davis Street	San Leandro	CA	94577	510-351-7265	510-483-9176	gordongalvin@home.com
San Leandro, City of	San Leandro, City of	Deviated Fixed Route	8/1/03	Present	Joann	Oliver	Recreation and Human Services Manager	835 East 14th Street	San Leandro	CA	94577	(510) 577-3463	(510) 577-3470	joliver@ci.san-leandro.ca.us
San Luis Obispo Regional Transit Authority	San Luis Obispo Regional Transit Authority (SLORTA)	Fixed Route	12/6/07	7/31/09	Ed	King	Interim Regional Transit Manager	1150 Osos Street, Suite 206	San Luis Obispo	CA	93401	805-781-4472	na	eking@slorta.org
San Mateo County Health System	San Mateo County Behavioral Health and Recovery Services	na	3/23/10	Present	Mary	Vozikes	Contracts Administrator	225 37th Avenue, Room 320	San Mateo	CA	94403	650-573-2541	650-573-2841	mvozikes@co.sanmateo.ca.us
San Mateo County Transit District (SamTrans)	Redi Wheels	Paratransit	8/10/00	Present	Paul	Lee	Contracts Administrator	1250 San Carlos Ave	San Carlos	CA	94070	650-508-6433	650-508-7919	leep@samtrans.com
San Mateo County Transit District (SamTrans)	Redi-Coast	Paratransit	11/8/03	Present	Paul	Lee	Contracts Administrator	1250 San Carlos Avenue	San Carlos	CA	94070	650-508-6433	650-508-6373	leep@samtrans.com
San Mateo County Transit District (SamTrans)	SamTrans - CUB	Fixed Route	9/30/01	Present	Paul	Lee	Contracts Administrator	1250 San Carlos Ave	San Carlos	CA	94070-1306	650-508-6433	650-508-7919	leep@samtrans.com
Sandusky, City of	Sandusky Transit System	Paratransit and 2 deviated fixed routes	1/1/07	Present	Carrie	Handy	City Planner/transit administrator	1230 Depot Street	Sandusky	OH	44870	419-627-5873 or 419-557-1169	na	na
Santa Clara County	Housing Authority of Santa Clara County - Bracher Associate LLP	Fixed Route	1/1/08	Present	Rene	Regino	Housing Manager	505 W. Juilan Street	San Jose	Ca	95110	408-361-4610	408-361-4662	rener@hacsc.org
Santa Clara County	Santa Clara County Social Services Agency - West Julian Employee Shuttle Program	Shuttle	7/1/05	Present	Barbara	Henderson	Contracting Officer	333 West Julian St 2nd Floor	San Jose	CA	95110	408-491-6377	na	b.hendersonssa@sccgov.org
Santa Clarita, City of	Santa Clarita	Fixed Route/Paratransit	8/2/08	Present	Adrian	Aguilar	Interim Transit Coordinator	28250 Constellation Road	Santa Clarita	CA	91355	661-295-6305	661-295-6393	aguilar@santa-clarita.com

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Santa Maria, City of	Lompoc Intercommunity Service (The Breeze)	Fixed Route	5/9/05	6/30/09	Austin	Odell	Transit Manager	110 S. Pine St. Suite 201	Santa Maria	CA	93458	805-925-0951 ext. 480	805-928-4995	aodell@ci.santa-maria.ca.us
Santa Maria, City of	Santa Maria, City of	Multimode/fixed	7/1/04	6/30/09	Austin	Odell	Transit Manager	110 S. Pine St. Suite 201	Santa Maria	CA	93458	805-925-0951 ext. 480	805-928-4995	aodell@ci.santa-maria.ca.us
Santa Monica, City of	ACCESS	Paratransit	4/1/08	Present	Paul	Casey	Transportation Analyist	1717 4th Street	Santa Monica	CA	90401	310-451-5444	na	paul.casey@smgov.net
Santa Rosa, City of	Santa Rosa, City of	Paratransit	11/1/02	Present	Michael	Ivory	Transit Planner	100 Santa Rosa Ave.	Santa Rosa	CA	95402-1678	707-543-3335	na	mivory@srcity.org
Senior Concerns, Inc.	Senior Concerns, Inc.	Shuttle	9/20/04	Present	Carol	Freeman	President	401 Hodencamp Road	Thousand Oaks	CA	91360	(805) 497-0189	na	na
Show Low, City of	Four Season Connection	Deviated Fixed Route	7/1/01	Present	Holiday	Van Sciver	Grants Administrator	200 West Cooley	Show Low	AZ	85901	928-532-4097	na	hvansciver@ci.show-low.az.us
South Coast British Columbia Transportation Authority	HandyDART for South Fraser, North Fraser and Maple Ridge/Pitt Meadows	Custom Transit (Paratransit)	1/1/09	Present	Martin	Lay	Director, Contracted Transit Services	13401 – 108th Avenue	Surrey	BC	V3T 5T4	(604) 953-3367	(604) 953-3370	Martin_Lay@translink.bc.ca
South Tahoe Area Transit Authority	South Lake Tahoe Area Transit Authority (STATA) BlueGo	Fixed Route	11/1/08	6/20/10	Rick	Angelocci	Assistant City Manager	1052 Tata Lane	South Lake Tahoe	CA	96150	530-318-4114	na	rangelocci@cityofslt.us
Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	Paratransit	7/31/06	Present	John	Kerrigan	Contract Administrator, Procurement & Contracts Department	1234 Market Street, 11th Floor	Philadelphia	PA	19107	215-580-8360	na	jkerrigan@septa.org
Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Bucks County	Paratransit	1/8/11	Present	John	Kerrigan	Contract Administrator, Procurement & Contracts Department	1234 Market St	Philadelphia	PA	na	215-580-8360	na	jkerrigan@septa.org
Southern Health	Southern Health	Brokerage	2/15/05	10/31/08	Debra J.	Waln	Director of CareNet	9881 Mayland Drive	Richmond	VA	23233	804-527-6417	804-527-7059	djwaln@cvty.com
Southwest Ohio Regional Transportation Authority (SORTA)	Southwest Ohio Regional Transportation Authority (SORTA)	Paratransit	3/1/02	Present	Lisa	Aulick	Director of Paratransit	602 Main Street, Suite 1100	Cincinnati	OH	45202	513-632-7581	na	laulick@go-metro.com
St. Andrews Kim Korean Church	St. Andrews Church	Shuttle	2/1/08	Present	Yuliana	Kim	Director	na	Oakland	CA	94605	510-553-9434	na	mayliilac0913@gmail.com
Suburban Bus Division of the Regional Transportation Authority (Pace)	Pace - South Cook County	Paratransit	2/1/03	Present	Randy	Comstock	Division Manager-Suburban Paratransit	550 W. Algonquin Rd	Arlington Heights	IL	60005	847-228-4223	847-228-2328	Randy.comstock@pacebus.com
Suburban Bus Division of the Regional Transportation Authority (Pace)	PACE DuPage County	Paratransit	7/1/10	Present	Jane	Swider	Sr. Contract Buyer	550 W. Algonquin Road	Arlington Heights	IL	60005	847-228-2404	na	jane.swider@pacebus.com
Suburban Bus Division of the Regional Transportation Authority (Pace)	City of Chicago Paratransit	Paratransit	3/29/08	Present	Sally Ann	Williams	Division Manager	547 W. Jackson Boulevard, 10th Floor	Chicago	IL	60661	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
Suburban Bus Division of the Regional Transportation Authority (Pace)	PACE Wheaton	Fixed Route	6/6/08	Present	Cheryl	Augustyn	Contract Buyer II	550 W Algonquin Rd	Arlington Heights	IL	60005	847-228-4224	na	na
Suburban Bus Division of the Regional Transportation Authority (Pace)	Pace-Kane County	Paratransit	7/1/10	Present	Tom	Groeninger	Regional Manager - Paratransit/Vanpool	550 W Algonquin Rd	Arlington Heights	IL	60005	847-228-4292	847-364-0240	Tom.Groeninger@pacebus.com
Suburban Bus Division of the Regional Transportation Authority (Pace)	PACE - West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village of Skokie	Paratransit	3/1/00	Present	Tom	Groeninger	Regional Manager - Paratransit/Vanpool	550 W Algonquin Rd	Arlington Heights	IL	60005	847-228-4292	847-364-0240	tom.groeninger@pacebus.com

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Suburban Bus Division of the Regional Transportation Authority (Pace)	Route 674-Lombard	Paratransit	3/15/04	6/2/08	Robert	Wilson	Project Manager	550 Algonquin Rd.	Arlington Heights	IL	60005	847-228-2433	na	robert.wilson@pacebus.com
Sunnyvale Senior Nutrition Program	Sunnyvale Senior Nutition	Paratransit	5/19/08	3/31/09	Joan	Smithson	na	na	na	na	na	na	na	jasmithson42@gmail.com
The Hargis Group, LLC	Gilroy Garlic Festival	Shuttle	7/29/05	Present	Joel	Hargis	na	8031 Via Hacienda	Palm Beach Gardens	FL	33418	561-718-3029	561-840-3377	joelhargis@gmail.com
The Regents of the University of California	Lawrence Berkeley National Laboratory	Shuttle	1/18/10	Present	Diane	Hutchinson	Chief Engineer	One Cyclotron Road	Berkeley	CA	94720	510-486-6432	510-486-5115	DAHutchinson@lbl.gov
The Shuttle, Inc.	The Shuttle Inc. Corte Madera	Shuttle	11/10/07	12/26/09	Barbara	Jones	Owner	11 Dowitcher Way	San Rafael	CA	94901	415-454-4301	na	Barbara32@comcast.net
Thousand Oaks, City of	Thousand Oaks Transit	Multimode/demand	1/1/04	Present	Mike	Houser	Transportation Analyst	1993 Rancho Conejo Road	Thousand Oaks	CA	91320	(805) 449-2499	na	mhouser@toaks.org
Thousand Oaks, City of	Thousand Oaks Dial A Ride	Paratransit	1/1/04	Present	Mike	Houser	Transportation Analyst	1993 Rancho Conejo Road	Thousand Oaks	CA	91320	(805) 449-2499	na	mhouser@toaks.org
Torrance, City of	Municipal Area Express (MAX)Commuter Bus Service for the City of Torrance	Fixed Route	7/1/05	Present	Dennis	Kobata	Administrative Analyst	20500 Madrona Ave	Torrance	CA	90503	310-618-3029	na	dkobata@tormet.com
Tracy, City of	Tracy, City of	Multimode/fixed	7/1/01	Present	Rod	Buchanan	Deputy Director, Parks & Community Services	400 E. Tenth Street	Tracy	CA	95376	209-831-4330	209-831-4212	Rod.Buchanan@ci.tracy.ca.us
Transit Authority of River City (TARC)	Transit Authority of River City (TARC)	Multimode/demand	10/1/05	Present	J. Barry	Baker	Execurtive Director	100 West Broadway	Louisville	KY	40203	502-561-5100	502-213-3244	jbarrybaker@ridetarc.org
Tri-County Metropolitan Transportation District of Oregon (TriMet)	TRI-MET	Paratransit	11/1/99	1/31/10	Ted	Newton	Director of ATP	2800 NW Nela Str	Portland	OR	97210	503-802-8206	503-802-8229	NewtonT@trimet.org
Tucson, City of	TICET Shuttle Services	Fixed Route	9/5/00	11/22/08	Karen	Miller	Assistant Parking Program Coordinator	110 E Pennington St	Tucson	AZ	85071	520-791-5071	520-791-5782	karen.miller@tucsonaz.gov
Tulare, City of	Tulare InterModal Express - TIME	Multimode/fixed	10/1/06	Present	Dan	Fox	Transit Coordinator	5961 S. Mooney Blvd	Visalia	CA	93277-9394	(559) 733-6653 ext. 4889	(559) 740-4448	dfox@co.tulare.ca.us
Tulare, County of	Tulare County Area Transit (TCAT)	Multimode/fixed	10/1/06	Present	Dan	Fox	Transit Coordinator	5961 S. Mooney Blvd	Visalia	CA	93277-9394	(559) 624-7180	(559) 740-4448	dfox@co.tulare.ca.us
Tuolumne, County of	Tuolumne County Transit	Multimode/fixed	7/1/03	6/27/09	Darin	Grossi	Deputy Director of Transportation	(mail) 2 S. Green Street (deliveries) 48 West Yaney Avenue	Sonora	CA	95370	209-533-5601	209-533-5698	dgrossi@co.tuolumneca.us
Union City, City of	Union City Transit	Multimode/fixed, ADA Paratransit & Paratransit Plus Sevices	7/1/00	Present	Wilson	Lee	Transit Manager	34650 7th Street	Union City	CA	94587	510-675-5409	510-675-9885	wilsonl@unioncity.org
United Auto Group, Inc.	United Auto Group, Inc.	Shuttle	6/1/04	Present	Jack	Guthrie	Area Vice President	1515 Bald Hill Rd	Warwick	RI	2886	401-824-2252	401-824-2258	Jguthrie@penskeautomotive.com
University of Kansas	Transportation Services: Fixed Route, Paratransit and Safe Ride	Multimode/fixed	8/1/07	Present	Danny	Kaiser	Assistant Director of Parking & Transit	1501 Irving Hill Road	Lawrence	KS	66045	785-864-7445	785-864-5220	dkaiser@ku.edu
Utah Transit Authority (UTA)	Utah Transit Authority	Paratransit	9/1/09	Present	Joyce	Wall	Manager of Paratransit Services	3600 S 700 W	Salt Lake City	UT	84130	801-287-5373	801-287-4565	JWall@rideuta.com
VA Northern California Healthcare System	San Francisco VA Medical Center	Paratransit	9/1/09	Present	Kathy	Gotschall	Benefits Manager	4150 Clement Street	San Francisco	CA	94124	415-750-6613	na	Kathy.gotschall@va.gov
VA Northern California Healthcare System	Grounds Transportation (Special Needs) for the San Francisco VA Medical Center	Paratransit	10/1/98	10/31/09	Kathy	Gotschall	Benefits Manager	4150 Clement Street	San Francisco	CA	na	415-750-6613	na	kathy.gotschall@va.gov
Vallejo, City of	Vallejo Transit	Fixed Route	1/1/56	Present	Jeannine	Wooley	Temporary Transportation Superintendent	555 Santa Clara Street	Valejo	CA	94590	707-553-7224	na	jwooley@ci.vallejo.ca.us

MV Transportation, Inc.
Reference List

Client/Agency	Project Name	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Contact Title	Address	City	State	Zip	Telephone	Fax	Email
Vallejo, City of	Vallejo Runabout	Paratransit	8/1/95	Present	Jeannine	Wooley	Temporary Transportation Superintendent	555 Santa Clara Street	Vallejo	CA	94590	(707) 553-7224	(707) 648-4691	jwooley@ci.vallejo.ca.us
Valley Mountain Regional Center	Valley Mountain Regional Center	Regional Center	6/1/97	Present	Wilma	Murray	Community Service Transportation Manager	702 N Aurora Street	Stockton	CA	95202	209-955-3244	209-473-0256	Wmurray@vmrc.net
Valley Ride Regional Transit	Valley Ride Transit System	na	8/1/10	Present	Bruce	Sackron	Transportation Services Manager	830 N Main St., Suite 230	Meridian	ID	83642	208-846-8547 ext. 4226	na	bsackron@valleyregionaltransit.org
Ventura, County of	Ventura County	Fixed Route	10/1/05	3/31/08	Kathy	Connell	Senior Transportation Analyst	800 S. Victoria Ave	Ventura	CA	93009	805-654-2052	805-648-9201	kathy.connell@ventura.org
Veolia, Inc.	East Bay Paratransit Consortium	Paratransit	9/18/96	Present	Mary	Rowlands	Program Coordinator	1720 Broadway	Oakland	CA	94612	(510) 893-5949	na	paratran@aol.com
Village of Oak Park	Village of Oak Park Public Transportation and Para Transit Vehicle Maintenance	Fixed Route	1/12/04	12/31/08	Robert	Cole	Assitant to the Village Manager	123 Madison St.	Oak Park	IL	60302-4272	708-358-5752	708-383-9584	cole@oak-park.us
Visalia, City of	Visalia, City of	Multimode/Fixed	9/1/03	Present	Monty	Cox	Transit Manager	425 E Oak Ave Ste101	Visalia	CA	93291	559-713-4100 (Monty Cox 559.713.4591)	559-713-4815	transit@ci.visalia.ca.us (or) mcox@ci.visalia.ca.us
Visalia, City of	Sequoia Shuttle	Shuttle	5/23/07	9/30/09	Monty	Cox	Transit Manager	425 E Oak Ave Ste101	Visalia	CA	93291	559-713-4100	559-713-4815	transit@ci.visalia.ca.us
Wake, County of	Wake Coordinated Transportation Service (WCTS)	Paratransit	7/1/03	Present	Don	Willis	Transportation Planner	220 Swinburne Street	Raleigh	NC	27620	919-250-3829	919-212-7285	Donwillis@wakegov.com
Warren County Board of Commissioners	Warren County Community Services, Inc.	Paratransit	10/1/06	6/16/08	na	na	na	na	na	na	na	na	na	na
Warren County Board of Commissioners	Warren County Department of Human Services	Paratransit	10/1/06	Present	Doris	Bishop	Director	416 S. East St.	Lebanon	OH	45036-2378	(513) 695-1429	(513) 695-2940	bishod02@odjfs.state.oh.us
Warren County Board of Commissioners	Warren County Transit Service	Paratransit	1/1/05	6/30/10	Jerry	Haddix	Grants Coordinator	406 Justice Drive, Room #311	Lebanon	OH	45036	513-695-1259	513-695-2980	haddjl@co.warren.oh.us
Washington Metropolitan Area Transit Authority (WMATA)	Metroaccess	Paratransit	3/1/06	Present	Selene Faer	Dalton-Kumins	Director of MetroAccess	6505 Belcrest Road, Suite 501	Hyattsville	MD	20782	(301) 562-4556	(301) 276-8230	skumins@wmata.com
Wells Fargo Bank N.A.	Wells Fargo Employee Shuttle Services	Shuttle	9/1/04	Present	Christina	Davis	Regional Building Administrator	1220 Concord Avenue/A0314-015	Concord	CA	94520	925-686-7438	925-685-3387	davisci@wellsfargo.com
West Hollywood, City of	West Hollywood, City of	Multimode/fixed	7/1/02	Present	David	Giugni	Social Services Supervisor	8300 Santa Monica Bl	West Hollywood	CA	90069-6216	323-848-6410	na	dguigni@weho.org
Western Contra Costa Transit Authority (WestCat)	WestCAT	Multimode (+ commuter)	7/1/00	Present	Charles	Anderson	General Manager	601 Walter Ave	Pinole	CA	94564	510-724-3331	510-724-5551	charlie@westcat.org
Westlake Village, City of	Westlake Village	Paratransit	1/14/06	Present	Kerry	Kallman	Community Relations Coordinator	31200 Oak Crest Dr	Westlake Village	CA	91361	818-706-1613	818-706-1391	kerry@wlv.org
Whittier, City of	City of Whittier Dial-A-Ride	Paratransit	8/1/07	Present	Martin	Browne	Manager Transit Analyst	7333 Greenleaf Avenue	Whittier	CA	90602	562-698-2131	na	mbrowne@cityofwhittier.org
Wilson County	Wilson County Coordinated Transportation Services	Paratransit	5/14/07	Present	Elaine	Swinson	County Coordinator	2201 Miller Rd Wilson NC 27893	Wilson	NC	27893	252-399-2817	252-399-2770	eswinson@wilson-co.com
Winter Springs, City of	Winter Springs	Paratransit	4/1/03	Present	Kevin	Smith	City Manager	1126 E State Rd #434	Winter Springs	FL	32708	407-327-6590	407-327-6686	ksmith@winterspringsfl.org
Yorba Linda, City of	Yorba Linda, City of	Paratransit	9/3/02	8/15/08	Colleen	Callahan	Recreation Director	4845 Casa Loma Ave	Yorba Linda	CA	92886	714-961-7181	714-986-1025	ccallan@yorba-linda.org

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	MV Transportation, Inc.
Address	4620 Westamerica Drive, Fairfield, CA 94534-1400
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 anti-discrimination 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.	☑	YES
		☐	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑	YES
		☐	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☑	YES
		☐	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.	☑	YES
		☐	NO

Proposer	MV Transportation, Inc.
Authorized representative	W.C. Pihl, Senior Vice President
Signature	December 13, 2010 (Date)

FORM PW-8

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-9

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: MV Transportation, Inc.

My County (WebVen) Vendor Number:

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, 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): 12,662

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.			
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	%	%	%	%	%	47.9 %
Women	43.2 %	%	%	%	%	%

Other minority shareholders 8.9%

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
NA					

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:	Date:
W.C.Pihl	Sr. Vice President	12.13.2010

co= BG03503
u= BG03503

EQUAL EMPLOYMENT OPPORTUNITY
2010 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. MV TRANSPORTATION INC
4620 WESTAMERICA DRIVE
FAIRFIELD, CA 94534

2.a. MV TRANSPORTATION INC
4620 WESTAMERICA DRIVE
FAIRFIELD, CA 94534

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:104183132

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			********** MALE **********						********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	17	0	0	0	0	0	2	1	0	0	0	0	20
FIRST/MID OFFICIALS & MGRS	65	25	244	101	2	11	1	7	103	60	0	3	0	4	626
PROFESSIONALS	1	11	28	3	0	1	0	1	15	5	0	2	1	0	68
TECHNICIANS	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
ADMINISTRATIVE SUPPORT	108	206	152	250	8	32	2	11	268	426	9	26	6	29	1533
CRAFT WORKERS	193	6	186	118	7	39	9	15	5	3	0	0	0	0	581
OPERATIVES	1515	682	1632	2515	56	497	41	87	581	1635	34	50	30	50	9405
LABORERS & HELPERS	110	42	40	105	2	16	1	3	9	26	0	2	0	0	356
SERVICE WORKERS	10	11	1	19	1	5	0	0	4	20	0	0	0	2	73
TOTAL	2002	983	2300	3111	76	601	54	124	987	2176	43	83	37	85	12662
PREVIOUS REPORT TOTAL	1907	955	2268	2954	77	580	47	122	1003	2035	43	76	40	82	12189

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/13/2010 THRU 08/13/2010

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: CYNTHIA HASTON
TITLE: EMPLOYMENT LAW COUNSEL
EEO-1 REPORT CONTACT PERSON: CATHY GYORFI
TITLE: HRIS SPECIALIST
EMAIL: cgyorfi@mvtransit.com
TELEPHONE NO: 7076468858
CERTIFIED DATE[EST]: 09/14/2010 03:27 PM

FORM PW-10

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature W.C. Pihl	Title Senior Vice President
Firm Name MV Transportation, Inc.	Date December 13, 2010

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: MV Transportation, Inc.	Date of Request: NA
Project Title: Willowbrook et al, Dial-A-Ride Service	Project No. 2010-PA027

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 **10 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.)*

NA

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: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

MV Transportation, Inc.
Company Name

4620 Westamerica Drive, Fairfield, CA 94534-1400
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 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		
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

December 13, 2010
Date

W.C. Pihl, Senior Vice President
Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:	MV Transportation, Inc.		
COMPANY ADDRESS:	4620 Westamerica Drive		
CITY:	Fairfield	STATE: CA	ZIP CODE: 94534-1400

☑ 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 non-profit 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; and

☐ 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: W.C. Pihl	TITLE: Senior VP
SIGNATURE:	DATE: 12.13.2010

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

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:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** December 13, 2010

FORM PW-15

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:** December 13, 2010

Attachment to Form PW-15

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 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.

FORM PW-16

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

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

MV Transportation, Inc.

Proposer's Name

4620 Westamerica Drive, Fairfield CA 94534

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.**

☐ **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. If you check this box, your proposal will be immediately disqualified as non-responsive.**

Print Name: W.C. Pihl	Title: Senior Vice President
Signature:	Date: December 13, 2010

FORM PW-17

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; **AND**

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; **AND**

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: WC Pihl	Title: Senior Vice President
Signature:	Date: December 13, 2010

FORM PW-18

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	Title Senior Vice President
Firm Name MV Transportation, Inc.	Date December 13, 2010

FORM PW-19

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

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years experience providing the same or similar fixed route 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 support this minimum mandatory requirement).

No. of Years	Description of Service
35	Experience in paratransit/ADA/Dial-A-Ride transit services

☐ No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer's Project Manager must have a minimum of three years experience providing the same or similar fixed route services for governmental or social service agency(ies).

☑ Yes. Proposer's Project Manager 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 support this minimum mandatory requirement).

Name	No. of Years	Description
Kory Corothers	17	Transportation experience including supervision and management

☐ No. Proposer's Project Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

3. Proposer's Maintenance Manager must have a minimum of three years' experience in maintaining similar fleets of transit vehicles.

☑ Yes. Proposer's Maintenance Manager 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 support this minimum mandatory requirement).

Name	No. of Years	Description
Martin Camargo	20	Transit fleet maintenance/management

☐ No. Proposer's Maintenance Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

4. Proposer has passed all California Highway Patrol (CHP) 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. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

5. Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicles Requirements.

☑ Yes. Proposer does meet the spare service vehicle(s) requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.8, Equipment, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

☐ Proposer does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required contractor vehicle requirements submitted in the proposal. (In addition to responding on this form, as specified in Part I, Section 2.A.8, Equipment, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

☐ No. Proposer's does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: MV Transportation, Inc.	
Address: 4620 Westamerica Drive, Fairfield CA 94534	
Authorized representative: W.C. Pihl, Senior Vice President	
Signature:	Date: 12/13/2010

FORM PW-20

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

PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION AND SUBMIT NAMES OF CERTIFIED/LICENSED PERSONNEL

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

1. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) Certification in H-4 ASE Transit Bus Brake test for all maintenance personnel identified or Proposer must submit an affirmative statement that all of Proposer'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 H-4 ASE Transit Bus Brake test.

☐ Yes. Proposer does meet 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 on the chart below.

If the employee does not have ASE Certificate, please indicate N/A.

Employees with ASE Certifications	
Employee Name	**Types of Certification (List multiple, if applicable)**
Arnold Godoy	ASE Med/Heavy Truck Technician: Diesel Engines/Brakes/HVAC/PMI
Martin Camargo	ASE Med/Heavy Truck Technician: Brakes/HVAC/PMI
	ASE School Bus Technician Electrical/Electronic Systems

☑ Proposer does not currently employ personnel that meet the requirement, however, Proposer'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 H-4 ASE Transit Bus Brake 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)**
Arnold Godoy	ASE Med/Heavy Truck Technician: Diesel Engines/Brakes/HVAC/PMI
Martin Camargo	ASE Med/Heavy Truck Technician: Brakes/HVAC/PMI
	ASE School Bus Technician Electrical/Electronic Systems

☐ No. Proposer's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to submit an affirmative statement will not be provided. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer shall submit a copy of a MACS certification or the equivalent ASE vehicle air conditioning system certification in the medium/Heavy Duty Truck, School Bus, or Transit Test Series for at least one member of their maintenance personnel identified under Number 1 of this Form.

☑ Yes. Proposer does meet the license/certification requirement stated above. (In addition to responding on this form, please provide the name of mechanic staff assigned to this Contract and indicate type of certification they possess, i.e. MACS or equivalent.)

Employee Name	Type of Certification
Arnold Godoy	ASE Med/Heavy Truck Technician: Diesel Engines/Brakes/HVAC/PMI
Martin Camargo	ASE Med/Heavy Truck Technician: Brakes/HVAC/PMI
	ASE School Bus Technician Electrical/Electronic Systems

☐ No. Proposer's mechanic staff does not meet the certification/licensing requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: MV Transportation, Inc.	
Address: 4620 Westamerica Drive, Fairfield CA 94534	
Authorized representative: W.C. Pihl, Senior Vice President	
Signature:	Date: 12/13/2010

STATEMENT OF EQUIPMENT FORM
FOR
WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE

PROPOSER'S NAME: MV Transportation, Inc.

ADDRESS: 4620 Westamerica Drive, Fairfield CA 94534

TELEPHONE: (707) 863-8980

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL NON OPERATIONAL	LOCATION
Vehicle	Ford	E450G cutaway	2008	NA	good	operational	Paramount CA
Software	Trapeze	ASP	NA	NA	NA	operational	Paramount CA
MDT	Mentor	Ranger	NA	NA	good/used	operational	Paramount CA
Phone System	Mitel	5000	2010	NA	excellent	operational	Paramount CA

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: MV Transportation, Inc.			
Company Address: 4620 Westamerica Drive			
City: Fairfield	State: CA	Zip Code: 94534	
Telephone Number: (707) 430-0368	Facsimile Number: (707) 430-0368	Email Address: joe.escobedo@mvtransit.com	
Awarding Department: Department of Public Works		Contract Term: 3yr base,(2)1yr options	
Type of Service: Dial-A-Ride Transportation Services			
Contract Dollar Amount: $280,000 DPW estimate		Contract Number (if any): 2010-PA027	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim* and *SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*:

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ 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.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☑ My business is subject to a bona fide Collective Bargaining Agreement *(you must attach the agreement)*; **AND**

☑ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR** For drivers only

☐ 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: W.C. Pihl	TITLE: Senior Vice President
SIGNATURE:	DATE: 12/3/2010

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

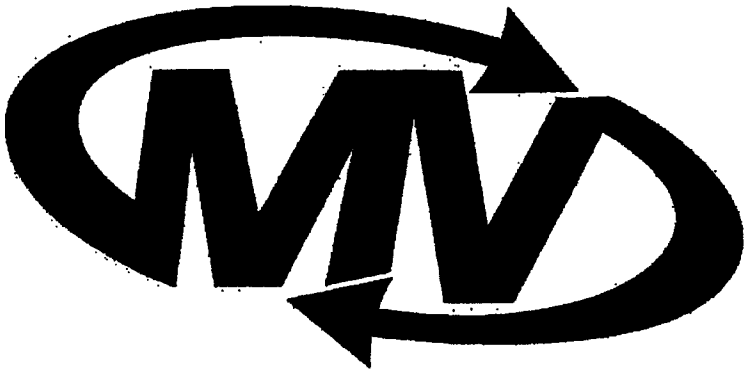
☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

AGREEMENT

BETWEEN

MV TRANSPORTATION INC.



AND

TEAMSTERS LOCAL 848

PARAMOUNT DRIVERS

June 13, 2010 through June 30, 2013

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ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective June 13, 2010, 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 regular full-time, regular part-time, and part-time casual drivers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations.

1. City of Lynwood
2. LADOT DASH 5
3. Torrance
4. City of Compton
5. City of Downey
6. City of Cerritos
7. City Ride

All located at: 7209 Rosecrans, Paramount, CA 90723

8. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

9. 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 on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st 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.

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 with out 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 "Paramount Cell Phone Use Policy" shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.

2. The Drive-Cam Policy signed by the parties on April 10, 2009 shall remain in full force and effect for the duration of this agreement unless expressly agreed to between the parties in writing.

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. (**NOTE:** This language (j) is only for Agreements that cover Paratransit operations.)

(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.

(p) Any other terminable offense as stated in the MV Employee Handbook.

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-five (35) 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 35 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 35 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-five (35) 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.

ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – 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 – 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 – 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. 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.

Section 13.5 - Scheduled Hours

Scheduled Hours – Fixed Route:
Per current practice or policy.

Standby Assignment:
Per current practice or policy.

Scheduled Hours – Para-transit:
Per current practice or policy.

Pre-trip Duties:
Per current practice or policy.

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: 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.

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.

ARTICLE 15 – 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 that 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 – 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 17 – BREAKS & LUNCHES

Section 17.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at 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 and in this event there will be no time deducted. A lunch break, if granted, is a minimum of 15 minutes.

Section 17.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when

employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12) hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they cannot be relieved of all duty as contemplated by Section 11.C. of IWC Wage Order No. 9. Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement.

ARTICLE 18 – COMPLETE AGREEMENT

Section 18.1 - 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 18.2 - 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 19 – AUTHORIZED DEDUCTIONS

Section 19.1 – 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 19.2 – 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 (20th) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 – 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 20 – 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 21 – 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 22 - FUNERAL LEAVE

Section 22.1 – 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. 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 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay not to exceed bid hours for the day(s) of leave including any guaranteed hours. Time paid for funeral leave will not contribute to the computation of overtime pay.

ARTICLE 23 – 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 fourty-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 24 – TRANSFER RIGHTS

Section 24.1. 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 24.2. 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 24.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

ARTICLE 25 – 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 26 – 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 27 – BONUS/INCENTIVE PROGRAMS

Section 27.1 – 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 28 - SAVINGS CLAUSE

Section 28.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State of 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 28.2 - 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 28.3 – 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 29 – DURATION

Section 29.1 - Effective Date: This Agreement shall be in force and effect from June 13, 2010 through 12:00 midnight June 30, 2013.

Section 29.2 - 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.

Cliff Reynolds
Director of Labor Relations

8/2/10
Date

FOR THE UNION
Teamsters Local 848,
Wholesale Delivery Drivers,
Salespersons, Industrial
And Allied Workers

Eric Tate
Secretary-Treasurer

8/2/10
Date

APPENDIX "A" - WAGES

For Employees Outside the Wage Scale

1. Upon ratification, current drivers shall receive a twenty ($0.20) cent per hour increase.

2. Upon ratification, current drivers on the payroll since December 1, 2008, shall receive a wage increase of twenty-five cents ($0.25) per hour for any missed "Six (6) month" or "anniversary" increases that would have been paid under the Company's previous schedule of twenty-five cent increases on the date that the employee qualifies based on their anniversary date.

3. Upon ratification, all current Drivers shall receive a wage increase of thirty-five cents ($0.35) per hour on their anniversary date through to June 30, 2011.

Retro Pay: From December 1, 2008, the Company shall pay current employees twenty-five ($0.25) cents per hour for all hours worked for which they did not receive any increase, and for which they are qualified based on the Company's previous schedule of twenty-five ($0.25) cent annual increases.

Signing Bonus: Upon ratification of this offer only, the Company shall pay all current employees a signing bonus as follows:

1. $200.00 for employees with two (2) years or more of Company service
2. $150.00 for employees with one (1) to two (2) years of Company service
3. $100.00 for employees with less than one (1) year of service

For Employees Inside the Wage Scale

For all employees whose wage rates appear on the current wage table, or for new hires after the date of ratification, increases shall be in accordance with the table below.

Training Rate: Training wage rate shall be $8.00 per hour, or minimum wage, whichever is greater.

CURRENT WAGE RATES

Length of service	Training Rate	Lynwood	City Ride	Compton	DASH 5b	Cerritos	Torrence	La Mirada	Downey	Whittier
Starting	$8.00	$9.00	$10.00	$9.00	$10.00	$9.00	$9.00	$10.00	$9.00	$9.00
6 Mos.		$9.25	$10.25	$9.25	$10.25	$9.25	$9.25	$10.25	$9.25	$9.25
1 Year		$9.50	$10.50	$9.50	$10.50	$9.50	$9.50	$10.50	$9.50	$9.50
2 years		$9.75	$10.75	$9.75	$10.75	$9.75	$9.75	$10.75	$9.75	$9.75

Wages after
June 13, 2010
EMPLOYEES HIRED ON OR AFTER 2/9/09 except for Hector Bonner or anyone else off this wage scale.

Length of service	Training Rate	Lynwood	City Ride	Compton	DASH 5b	Cerritos	Torrence	La Mirada	Downey	Whittier
Starting	$8.00	$9.25	$10.25	$9.25	$10.25	$9.25	$9.25	$10.25	$9.25	$9.25
6 Mos.		$9.50	$10.50	$9.50	$10.50	$9.50	$9.50	$10.50	$9.50	$9.50
1 Year		$9.75	$10.75	$9.75	$10.75	$9.75	$9.75	$10.75	$9.75	$9.75
2 Years		$10.00	$11.00	$10.00	$11.00	$10.00	$10.00	$11.00	$10.00	$10.00

Payroll Notes

Payroll Note #1: No Driver shall have their regular hourly rate reduced as a result of this agreement. Except that it shall be understood that any driver bidding on work, or accepting permanent assignment outside of their currently assigned revenue agreement will be paid at the appropriate wage rate for their seniority and contract year as stated in the wage table in the revenue agreement to which they are being assigned.

Payroll Note #2: BTW Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Behind The Wheel (BTW) Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollar ($1.00) per hour in addition to his/her regular rate of pay for all hours worked as a BTW Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position. "Global"

Payroll Note #3: Driver/Cadet Trainer:
Per current practice or policy.

Payroll Note #4: Non-Pyramiding: No employee shall receive overtime pay in excess of 1-1/2 their basic hourly rate for any overtime worked as stated in the Overtime section of this agreement, nor shall any premium pay 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 in 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

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.

HOLIDAYS

Paid Holidays

Per current practice or policy.

HEALTH INSURANCE

Per current practice or policy – For year one of this agreement, any future increases to the Division 14 maximum Company contribution for medical, dental, and vision coverage shall be given to employees covered by this agreement in accordance with current practice.

VACATION / PTO

Per current practice or policy.

PAID PERSONAL LEAVE

Per current practice or policy.

APPENDIX "C" - ECONOMIC REOPENER

The Company and the Union agree to an economic reopener to discuss economic items for implementation in year two (2) of this agreement. Year two shall have a beginning date of July 1, 2011. The parties agree to begin bargaining sufficiently in advance of year two (2) to allow for the parties to reach economic agreement prior to the start of year two (2). In no event shall the parties commence bargaining later than September 1, 2010. Language items shall not be a part of this reopener except as mutually agreed to by the parties. This reopener shall be for the purposes of discussing the items listed below:

- Wages
- Health and Welfare
- Paid Time Off
- Hours of Work
- Retirement
- Clean Slate

No other economic items shall be discussed unless mutually agreed to by the parties.

MV Transportation, Inc.

7209 Rosecrans
Paramount, CA 90723

To: ALL DIVISION 14 EMPLOYEES

From: Steve Allan

Date: July 15, 2009

Re: Cell Phones

USE OF CELL PHONES

We want all MV employees to understand the company policy regarding usage of cell phones while operating a company vehicle.

EFFECTIVE IMMEDIATELY

Any and all use of a personal cell phone (including blue tooth's, and other hands free devices, texting, talking, taking pictures, music, iPods, MP3 players, etc..) while operating any company vehicle is a major violation of company work rules and will result in the following discipline:

- First Violation = Three (3) Day Suspension
- Second Violation = Termination

Operating a company vehicle is defined as : in the drivers seat in service, loading / unloading passengers, waiting for passenger pickups, deadheading, and any other safety sensitive activity.

Drivers are not allowed to use cell phones while in the drivers' seat in or out of service. Drivers are not allowed to use a cell phone if it will delay service. Progressive discipline will be used for drivers caught using cell phones while in the drivers' seat and not driving.

THIS IS A ZERO TOLERANCE POLICY

Contract Addendum

To the Paramount, Division 14
Driver Collective Bargaining Agreement Between
MV Transportation, Inc. and
Teamsters Union Local 848

CBA effective dates: June 13, 2010 through June 30, 2013

Affect of Addendum, Terms and Conditions: The terms and conditions set forth in this Addendum shall modify the terms and conditions of the existing collective bargaining agreement (CBA) as they apply to the employees working out of the Company's Division 14, Paramount location as stated in Article 2, "Recognition", Section 2.

Effective upon execution by the parties, the terms of this contract addendum shall amend Article 28, and add Section 28.4 to that Article. This addendum shall also attach itself, and become part of the existing collective bargaining agreement for the full term of that agreement.

ARTICLE 28 – SAVINGS CLAUSE

Add Section 28.4 as follows:

Section 28.4- Jury Service Ordinances (Jury Service Program). This Agreement shall supersede any and all applicable Jury Service Ordinances/Jury Service Program where such Jury Service Ordinances/Programs contain a provision for exemptions in accordance with the terms of a collective bargaining agreement.

For the Company
Cliff Reynolds
Director of Labor Relations

12/7/10
Date

For the Union
Eric Tate
Secretary Treasurer, Local 848

12/7/10
Date

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

☐ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☑ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee. All staff except for drivers

☐ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: MV Transportation, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: December 13, 2010
PLEASE PRINT NAME: WC Pihl	TITLE OR POSITION: Senior Vice President

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☑ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☑ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand 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 a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☑ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.) Please see attached.

History of Determinations of Labor Law/Payroll Violations (Check One):

☐ There **HAS BEEN NO** determination by a public entity within the three 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 the three years of the date of the proposal that the Firm committed a Labor/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 years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) 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	W.C. Pihl, Senior Vice President Print Name and Title
MV Transportation, Inc. Print Name of Firm	December 13, 2010 Date

FORM LW-5

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: 4620 Westamerica Drive	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Fairfield CA 94534	Print Name and Title: W.C. Pihl, Senior Vice President

Public Entity Name	CA Labor Commission, Department of Industrial Relations, Division of Labor Standards Enforcement
Public Entity Address:	**Street Address:** 411 East Canon Perdido Street, Room 3
	City, State, Zip: Santa Barbara, CA 93101
Case Number/Date Claim Opened:	**Case Number:** 13-39865 483
	Date Claim Opened: December 26, 2007
Name and Address of Claimant:	**Name:** Wendy Cruz
	Street Address: PO Box 4774
	City, State, Zip: Valley Village, CA 91617
Description of Work: (e.g., Janitorial)	Transit operations Driver
Description of Allegation and/or Violation:	unpaid overtime
	unpaid meal and rest premiums
	waiting time penalties
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	required to compensate claimant for wages as claimed

☑ Additional Pages are attached for a total of 2 pages.

LABOR COMMISSIONER, STATE OF CALIFORNIA
Department of Industrial Relations
Division of Labor Standards Enforcement
411 East Canon Perdido Street, Room 3
Santa Barbara, CA 93101
Tel: (805) 568-1222 Fax: (805) 568-1569

For Court Only:

Plaintiff: WENDY CRUZ

Court Number

Defendant: MV PUBLIC TRANSPORTATION, INC.

State Case Number 13 - 39865 483

ORDER, DECISION OR AWARD OF THE LABOR COMMISSIONER

1. The above-entitled matter came on for hearing before the Labor Commissioner of the State of California as follows:

DATE: May 9, 2008 ☐ **CONTINUED TO**

CITY: 411 East Canon Perdido Street, Room 3, Santa Barbara, CA

2. IT IS ORDERED THAT: **Plaintiff recover from Defendant.**

$	19,999.89	for wages **(with lawful deductions)**
$		Reimbursable business expenses
$	1,145.20	for interest pursuant to Labor Code Section 98.1
$	3,300.00	for additional wages accrued pursuant to Labor Code Section 203 as a penalty *and that same shall not be subject to payroll or other deductions.*
$		for recovery on dishonored payroll check
$		other compensation(specify)
$	**24,445.09**	**TOTAL AMOUNT OF AWARD**

3. The herein Order, Decision or Award is based upon the Findings of Fact, Legal Analysis and Conclusions attached hereto and incorporated herein by reference.

4. The parties herein are notified and advised that this Order, Decision or Award of the Labor Commissioner shall become final and enforceable as a judgment in a court of law unless either or both parties exercise their right to appeal to the appropriate court* within ten (10) days of service of this document. Service of this document can be accomplished either by first class mail or by personal delivery and is effective upon mailing or at the time of personal delivery. If service on the parties is made by mail, the (10) day appeal period shall be extended by five (5) days. For parties served outside of California, the period of extension is longer(See Code of Civil Procedure Section 1013). In case of appeal, the necessary filing fee must be paid by the appellant and appellant must, immediately upon filing an appeal with the appropriate court, serve a copy of the appeal request upon the Labor Commissioner. If an appeal is filed by a corporation, a non-lawyer agent of the corporation may file the Notice of Appeal with the appropriate court, but the corporation must be represented in any subsequent trial by an attorney, licensed to practice in the State of California. Labor Code Section 98.2(b) provides that if the parties seeking review by filing an appeal to the court are unsuccessful in such appeal, the court shall determine the costs and reasonable attorney's fees incurred by the other party to the appeal and assess such amount as a cost upon the party filing the appeal. **PLEASE TAKE NOTICE** that Labor Code Section 98.2 (b) requires that when an employer files an appeal of an Order, Decision or Award of the Labor Commissioner, the employer shall post a bond or undertaking with the court in the amount of the ODA and the employer shall provide written notice to the other parties and the Labor Commissioner of the undertaking. Labor Code Section 98.2 (b) also requires that the bond contain certain other conditions.

* Ventura County Superior Court
800 South Victoria Avenue
Ventura, CA 93009

LABOR COMMISSIONER, STATE OF CALIFORNIA

BY: Paul S. Rodriguez

Paul S. Rodriguez HEARING OFFICER

DATED: May 16, 2008

FORM LW-5

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: 4620 Westamerica Drive	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Fairfield CA 94534	Print Name and Title: W.C. Pihl, Senior Vice President

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 Form LW-5

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. 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 labor law/payroll claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Ms. Cynthia Haston, Employment Law Counsel at (707) 863-8980.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: MV Transportation, Inc.

Name of Proposer's Health Plan: Kaiser Permanente Date: December 13, 2010

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + ~~1 dependent~~ Spouse / Domestic Partner Employee + ~~2 dependents~~ Children Employee + ~~3 dependents~~ Family	 Y N Y N Y N Y N	 $ 428.97 $ 943.72 $ 857.93 $ 1286.90	Domestic partners and children of domestic partners are eligible
Proposer's portion of above health premium payment Employee only Employee + ~~1 dependent~~ Spouse / Domestic Partner Employee + ~~2 dependents~~ Children Employee + ~~3 dependents~~ Family	 Y N Y N Y N Y N	 $ 381.33 $ 381.33 $ 381.33 $ 381.33	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ 500. $ 1000.	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ 3000. $ 6000.	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	No lifetime maximum
Ambulance coverage	Y N	$	$150 co-pay
Doctor's Office Visits	Y N	$	$10 co-pay
Emergency Care	Y N	$ 90% after deductible	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$ 90% after deductible	
Immunizations	Y N	$	$0 co-pay
Maternity	Y N	$	$0 co-pay
Mental Health	Y N	$	$10 co-pay
Mental Health In-Patient Coverage	Y N	$ 90% after deductible	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	$	$10 co-pay
Physical Therapy	(Y) N	$ 90% after deductible	
Prescription Drugs	(Y) N	$	$10/$20/$30 co-pays
Routine Eye Examinations	(Y) N	$	$10 co-pay
Skilled Nursing Facility	(Y) N	$90% after deductible	
Surgery	(Y) N	$90% after deductible	
X-Ray and Laboratory	(Y) N	$90% after deductible	

Under this health plan, a full time employee:

☑ Becomes eligible for health insurance coverage after 30 days of employment.

☑ Is defined as an employee who is employed more than 35 hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

FORM LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: **WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE (2010-PA027)**

PROPOSER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Road Supervisor		8.00	8.00	8.00	8.00	8.00		40.00	2,080	$13.67	$28,433.60
A Level Mechanic		2.00	2.00	2.00	2.00	2.00		10.00	520	$21.72	$11,294.40
Vehicle Service Worker		1.50	1.25	2.00	2.00	2.00		8.75	455	$12.50	$5,687.50
Vehicle Operator #1		8.00	8.00	10.00	10.00	4.00		40.00	2,080	$10.44	$21,715.20
Vehicle Operator #2		4.00	10.00	8.00	8.00	10.00		40.00	2,080	$10.44	$21,715.20
Vehicle Operator #3		8.00	8.00	8.00	8.00	8.00		40.00	2,080	$10.44	$21,715.20
Vehicle Operator #4		3.83					4.00	7.83	407	$10.44	$4,249.08

Comments/Notes:		
	Total Annual Salaries	$114,810.18
1. MV has been granted an exemption from the Living Wage ordinance by	(1) Vacations, Sick Leave, Holiday	$2,186.46
County of LA for Vehicle Operators.	(2) Health Insurance ***	$10,464.67
2. Hourly wage is based on average due to Collectiver bargaining Agreement,	(3) Payroll Taxes & Workers' Compensation	$21,255.40
seniority, overtime and bonuses.	(4) Welfare and Pension	$
3. Referenced schedule is an example and is subject to change.	**Total Annual Employee Benefits (1+2+3+4)**	$33,906.53
4. Vehicle Operator #4 is also a FT employee. We have only displayed the	(5) Equipment Costs	$3,922.60
hours dedicated to this service.	(6) Service and Supply Costs	$82,281.69
	(7) General and Administrative Costs	$13,195.56
	(8) Profit	$6,739.44
	Total Annual Other Costs (5+6+7+8)	$106,139.29
	TOTAL ANNUAL PRICE	$254,856.00

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

** Living wage rate shall be at least $11.84 per hour.

*** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer 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. Proposer'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 Proposer'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 complied 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.

MV Transportation, Inc.	W.C. Pihl	3/14/2011
Name of Proposer	Signature	Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP 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.
1. **TRACKING HOURS WORKED** 1.1. How does the Proposer track employee hours actually worked? 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? 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?	1.1 Office staff and maintenance employees are paid by exception. They have a regular schedule and are paid for that schedule unless an exception form is submitted and approved indicating their time is different than the scheduled time. Driving staff using a manual system fill out a daily "cover" sheet with actual hours worked, including time allowed for pre and post-trip vehicle inspections. These hours are manually entered into MV's Payroll Edit software. Drivers who exceed alloted times are required to fill out an exception form for approval. 1.2 Employees for this service will report to MV's Paramount operating location. 1.3 Employee shifts start when they arrive at the Paramount location and clock in at their stated scheduled time.

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) Report to work 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?	3.1 Trip sheet information gets input into Payroll Edit which calculates work hours versus pay hours.
3.2. What records are maintained by the Proposer of actual time worked?	3.2 Hard copy of the Trip Sheet and Payroll Edit Records
3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.3 Records are maintained daily.
3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.4 Local operating location Payroll Clerk.
3.5. Who checks the records, and what are they checking for?	3.5 Operations Manager and Payroll Clerk both check the records to ensure they are complete and accurate.
3.6. What happens to these records?	3.6 The hard copy records are filed at the MV operating location for one year and then moved to off-site secure storage.
3.7. Are they used as a source document to create Proposer's payroll?	3.7 Yes, records are used as a source document to create payroll.
3.8. **ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).**	3.8 Please see attached copies in the following pages.

Individual Time Record & Tripsheet

MAX BUS SERVICE

Date: ___/___/___ Radio Number: _____ Run Number: 3XF

Name: _____ Bus Number 1: _____ Bus Number 2: _____

Payroll Times		Service Times & Mileages (Required)			
Clock In	Clock Out	Leave Yard	Start Service	End Service	Arrive Yard
Scheduled					
5:12		5:24	6:00	[illegible]	
Actual (if different than scheduled)		Actual Times			
Dispatches Meals		Mileage (from Hub, not speedometer)			
Explanation of Variance					

MAX also accepts the EZ Transit Pass and inter-agency transfers

MAX does not accept MTA day passes

AM ROUTE

			PASS	XFER RCVD
[illegible]	[illegible]	[illegible]	[illegible]	TOTAL

Special Notice

By Signing this on behalf I certify 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 rest breaks as required by California Law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that 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

X_____

Employee signature (indicates I agree to the following)

* Variation from schedule times must include a reason

Date: ___/___/___ Radio Number: _____ Run Number: 3XF

Name: _____ Bus Number 1: _____ Bus Number 2: _____

Payroll Times	Service Times & Mileages (Required)			
Scheduled	Leave Yard	Start Service	End Service	Sign-Off
14:45	14:50	15:40	16:36	
Actual (if different than scheduled)	Actual Times			
Dispatch[illegible]	Mileage (from Hub, not speedometer)			
Explanation of Variance				

MAX also accepts the EZ Transit Pass and inter-agency transfers

MAX does not accept MTA day passes

PM ROUTE

[illegible]	[illegible] Stop	[illegible]	PASS	XFER RCVD
[illegible]	[illegible]	[illegible]	[illegible]	TOTAL

Special Notice

By Signing this on behalf I certify 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 rest breaks as required by California Law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that 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

X_____

Employee signature (indicates I agree to the following)

* Variation from schedule times must include a reason.

Individual Time Record & Tripsheet

MONDAY THROUGH FRIDAY

Date:_____/_____/_____

Run Number: 1

Name: _____

Bus Number 1:_____ Bus Number 2 _____

Payroll Times	
6:18	16:00

Scheduled Times

Clock In	Fuel station	Leave Fuel station	Start Service	End Service	Arrive Yard
6:18	7:10	7:10	7:30	15:30	16:00

Actual Times

BUS NUMBERS	Miles at Base	Miles at Fuel station	Miles Start Route	Miles End Route	Miles Return to Base
1st Bus					
2nd Bus					
3rd Bus					

X_____

Employee Signature

Compton Renaissance
Transit System

Compton Route 1

Transit Center	Compton and Wilmington	Adult School	Central & El Segundo	Wilmington & 130 St	Rosecrans & 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

Compton Renaissance Route 1

BLOCK
1

Clock In Pull Out

Daily Passenger Total

Route 1

Date:_____

Count your passengers accurately:

- Reset counter to zero at start of run.
- Count everyone using the correct buttons.
- At end of shift, write your totals below.
- If you get a bus exchange, include counts from both buses.

Daily Passenger Tally

	Cash Regular (50c)	Pass	Transfers Rec'd	No Fare Under 7	Wheel Chairs	Transfers Sold
1st						
2nd						
3rd						
Totals						

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. I further understand that if I have any questions about meal and rest periods I can contact: 1877 687-2338.

X_____

Employee Signature (Indicates I agree to the following:)

- Variation from scheduled times must include a reason.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
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?	N/A. MV utilizes only the trip sheet/manifest and Payroll Edit to create payroll.
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?	5.1 Fixed Route meal breaks are built into the run cut and the break is scheduled on the operator's trip sheet. Paratransit operators must document the meal break on their manifest. Breaks are taken at operator discretion. Operators radio to dispatch and advise of break. 5.2 MV does not maintain documentation for rest breaks. Meal breaks are recorded on daily trip sheet/manifest. 5.3 Operations Manager and Payroll Clerk prepare, review and approve the 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 sends back a register for review of hours, rates, deductions 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 paycheck, manual checks are requested from corp. 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, union dues. 6.5 Please see attached Payroll Submission Timeline, live check and direct deposit.

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 Pay Rate report located on Portal (Reports, division payroll, employee pay rate). Review for accuracy of rates, job codes, and employee count. Submit final rate corrections to Human Resources (HR).	Friday prior to payroll submission	11:00am PST
3	Payroll due (CSV files, exempt time entries, hourly timesheet approvals, payroll reports, adjustments, etc.) ***CSV files and payroll adjustments should be emailed.***	Monday	10:00am PST
4	PR 140A Pre-check Register due to division	Monday	2:00pm PST
5	PR 140A Pre-check Register sign off of all hours, rates, deductions, etc.	Wednesday	2:00pm PST
6	Checks & direct deposit stubs printed at FSC and files created for remote 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

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 03597420
EMPLOYEE NUMBER 000606326

Smith, Aisha
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
		TOTALS	1521.50	2864.45
		TAXABLE GROSS	1369.77	2712.72

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	15.07	29.84
CA WH	45.05	88.26
Fed WH	162.15	320.28
Medicare	19.86	39.33
OASDI-EE	84.93	168.19
Dental	14.32	14.32
Medical	134.94	134.94
Vision	2.47	2.47
UD	38.00	76.00
DEDUC. TOTALS	516.79	873.63
NET PAY	1004.71	1990.82

HOURS TYPE	BALANCE

live Check

Monthly Safety Message:
Safety is everyone's job!

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.
11-24/758/1210(8)

Check No. 03597420
Date 5/14/2010

Copy Only

PAY *One Thousand Four AND 71/100*

Check Amount
$ *****1,004.71
Void After 60 Days

Proc. Level: 0008 Dept. Code: 10008

TO THE ORDER OF Aisha Smith
[redacted]

VOID

[redacted]

MV PUBLIC TRANSPORTATION
360 CAMPUS LANE, SUITE 201
FAIRFIELD, CA 94534

PERIOD BEGIN DATE	12/19/2009	ADVICE NUMBER	00364335
PERIOD END DATE	01/01/2010	EMPLOYEE NUMBER	000618366
EMPLOYEE SSN	[redacted]		

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
		TOTALS	1134.81	1134.81
		TAXABLE GROSS	1134.81	1134.81

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
OASDI-EE	70.36	70.36
Adm Fee	4.50	4.50
Garn	208.15	208.15
UD	29.00	29.00
DEDUC. TOTALS	371.19	371.19
NET PAY	763.62	763.62

DIRECT DEPOSIT ACCOUNT	ACCOUNT NUMBER	AMOUNT
-chec	[redacted]	$713.62
-savi		$50.00

HOURS TYPE	BALANCE

Direct Deposit

Monthly Safety Message:
Safety is everyone's job!

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.
11-24/758/1210(8)

Advice No. 00364335

Date 1/8/2010

PAY VOID VOID VOID VOID VOID VOID VOID VOID

Advice Amount
$ *******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

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 automated payroll systems.
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 Documentation is recorded by Employee Time Sheet. This time sheet is then processed by the Payroll Clerk. Travel time during an employee's shift is paid at the employee's regular rate under the contract. 9.2 N/A as employees have one wage rate (see 9.1) regular rate applies 9.3 While the employee works under the County Living Wage Program, 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. 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 For multiple rates, the system will pay overtime according to the rate of pay for the day the overtime occurred.

DATED: 12/13/2010 PROPOSER'S SIGNATURE: _____

California Corporation Certificate and Statement

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, 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 April 07, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

Business Entities (BE)

Online Services
- **Business Search**
- **Disclosure Search**
- **E-File Statements**
- **Processing Times**

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Customer Alert (misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, December 31, 2010. It is not a complete or certified record of the entity.

Entity Name:	MV TRANSPORTATION, INC.
Entity Number:	C0905601
Date Filed:	12/18/1978
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	4620 WESTAMERICA DRIVE
Entity City, State, Zip:	FAIRFIELD CA 94534
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 W 7TH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Modify Search **New Search** **Printer Friendly** **Back to Search Results**

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State of California

Secretary of State

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

Fees $25.00.

IMPORTANT - Read instructions before completing this SI-200-NC form.

Copies of e-filed statements are not provided at the time of filing. Therefore, you may wish to print the completed pages for your records prior to submission. Copies of filed documents may be requested using our Business Entities Records Order form.

1. CORPORATION NUMBER, NAME AND ADDRESS OF RECORD

C0905601
MV TRANSPORTATION, INC.
360 CAMPUS LANE, SUITE 201
FAIRFIELD, CA 94534

2. ☐ 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 16.**

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 has been previously filed, this form must be completed in its entirety.

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE (DO NOT USE PO BOX)

ADDRESS
4620 Westamerica Drive

CITY	STATE	ZIP CODE	COUNTRY
Fairfield	CA	94534	UNITED STATES

4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY (DO NOT USE PO BOX)

ADDRESS
4620 Westamerica Drive

CITY	STATE	ZIP CODE
Fairfield	CA	94534

5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3

IN CARE OF/ATTENTION:

ADDRESS

CITY	STATE	ZIP CODE	COUNTRY
			UNITED STATES

LIST THE NAMES AND COMPLETE ADDRESSES OF THE OFFICERS (The corporation must list these three officers.)

6. CHIEF EXECUTIVE OFFICER

Officer name must be completed.
Address must be completed.
City must be completed.
Zip code must be completed.
State must be completed.

FIRST	MIDDLE	LAST
Unfiled	at	Present

ADDRESS: 4620 WESTAMERICA DRIVE

CITY	STATE	ZIP CODE	COUNTRY
FAIRFIELD	CA	94534	UNITED STATES

7. SECRETARY

FIRST	MIDDLE	LAST
SCOTT		REYNOLDS

ADDRESS: 4620 WESTAMERICA DRIVE

CITY	STATE	ZIP CODE	COUNTRY
FAIRFIELD	CA	94534	UNITED STATES

8. CHIEF FINANCIAL OFFICER

FIRST	MIDDLE	LAST
BRAD		CORNELSEN

ADDRESS: 4620 WESTAMERICA DRIVE

CITY	STATE	ZIP CODE	COUNTRY
FAIRFIELD	CA	94534	UNITED STATES

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director.)

9.

FIRST	MIDDLE	LAST
ALEXIS		LODDE

ADDRESS: 4620 WESTAMERICA DRIVE

CITY	STATE	ZIP CODE	COUNTRY
FAIRFIELD	CA	94534	UNITED STATES

10.

CITY	STATE	ZIP CODE	COUNTRY
ield	CA	94534	UNITED STATES

11.

FIRST	MIDDLE	LAST
Jon		Monson

ADDRESS
4620 Westamerica Drive

CITY	STATE	ZIP CODE	COUNTRY
Fairfield	CA	94534	UNITED STATES

Additional Directors

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

13. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☐ AN INDIVIDUAL RESIDING IN CALIFORNIA

AGENT'S FIRST	MIDDLE	LAST

☑ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

NAME OF CORPORATE AGENT View List
CT Corporation System

14. STREET ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

ADDRESS

CITY	STATE	ZIP CODE
	CA	

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

Passenger transportation serv

16. ENTER THE NAME AND TITLE OF THE PERSON COMPLETING THIS STATEMENT. 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.

DATE	TITLE	FIRST	MIDDLE	LAST
12/28/2010	CFO	Brad		Cornelsen

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CHP Inspection Reports

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE	BED
☑ Yes ☐ No	54849	227210	19	N/A

TERMINAL TYPE	CODE	OTHER PROGRAM(S)	LOCATION CODE	SUBAREA
☐ Truck ☑ Bus	B		550	S42

TERMINAL NAME: MV Transportation Inc.

TELEPHONE NUMBER (W/AREA CODE): 562-259-9911

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 7209 E. Rosecrans Ave. Paramount, Ca. 90723

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIPCODE) (IF DIFFERENT FROM ABOVE): 4620 West America Dr, Fairfield, CA 94534

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	BUSES BY TYPE	DRIVERS	BIT FLEET SIZE
N/A	N/A	N/A	N/A	N/A	I- 72 II- N/A	85	N/A
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT	HW VEH	HW CONT.	PPB / CSAT	
N/A	N/A	N/A	N/A	N/A	N/A	☐ Yes ☑ 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)	DAY TELEPHONE NO. (W/AREA CODE)	NIGHT TELEPHONE NO. (W/AREA CODE)
Lena Parten	562-259-9911 Ext. 5009	562-519-0125
Stephen Allen	562-259-9911 Ext. 5004	714-719-1749

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2009]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 — 50,000	☐ 50,001— 100,000	☑ 100,001— 500,000	☐ 500,001— 1,000,000	☐ 1,000,001— 2,000,000	☐ 2,000,001— 5,000,000	☐ 5,000,001— 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES OR PERMITS

PUC	☐ T N/A	☑ TCP ☐ PSC 12064	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE ☐ Yes ☐ No ☑ N/A	IMS FITNESS EVALUATION ☐ Yes ☑ No	
USDOT	US DOT NUMBER N/A	☐ MC ☐ MX N/A	☐ MC ☐ MX N/A	REASON FOR INSPECTION: ANNUAL BUS TERMINAL INSPECTION	

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

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	2	No. 16 Time	No. 14 Time	No. 16 Time	TIME N/A	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS ☑ No H/M Transported ☐ 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	4					
LAMPS & SIGNALS	2					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	4					
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	6					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

REMARKS

13 CCR 1233 (a)(1) – Terminal Inspection is rated " SATISFACTORY " at this time.

See attached CHP 343-1's and 407F/343A – Aspen report # 's:
CA3BFM000141 through CA3BFM000156

BIT	NON - BIT	FEES DUE	CHP 345	CHP 100D COL.	INSPECTION DATE(S)	TIME IN	TIME OUT
☐ I ☐ R	☑	☐ Yes ☑ No	☐	# 9	11/16,17 & 18 /2010		

INSPECTED BY (NAME(S)): A.Perez / C.A.Morlet/ MCS-I

ID NUMBER(S): A8968 / A13135

SUSPENSE DATE: ☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 18), 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 unsatisfatcory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY		11/18/2010

CARRIER REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
Lena Parten	Safety & Training Manager	//////////////	CA

ATE OF CALIFORNIA
PARTMENT OF CALIFORNIA HIGHWAY PATROL

AFETY COMPLIANCE REPORT/ ERMINAL RECORD UPDATE

HP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	54849	227210	19
CARRIER TYPE: BUS / CODE: B	OTHER PROGRAM	LOCATION CODE: 550	SUBAREA: S42

TELEPHONE NUMBER (W/ AREA CODE): 562-259-9911

TERMINAL NAME: Transportation Inc.

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 209 E. Rosecrans Ave. Paramount, Ca 90723

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE):

LICENSE AND FLEET INFORMATION

CM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
N/A	N/A	N/A	N/A	N/A	I- 48 II- 22	88
EXP. DATE: N/A	EXP. DATE: N/A	EXP. DATE: N/A	REG. CT: N/A	HW VEHICLES: N/A	HW CONTAINERS: N/A	CHAT: [ ] Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ 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 FOR LAST YEAR [2008]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☑ 100,001 500,000	☐ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T- N/A	T- N/A	☑ TCP 12064 ☑ PSC N/A	☐ TCP N/A ☐ PSC N/A	US DOT N/A
ICC	☐ MC N/A ☐ MX N/A	☐ MC N/A ☐ MX N/A	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: ANNUAL BUS TERMINAL INSPECTION	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

INSPECTION FINDINGS: REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE		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 NA 2 NA 3 NA 4 NA	1 S 2 S 3 S 4 S; Time In / Time Out
DRIVER RECORDS		No. 15 Time 6.0	No. 13 Time 4.0	No. 15 Time 11.5	Time N/A	
DRIVER HOURS		HAZARDOUS MATERIALS: ☑ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS: No. N/A Time	VEHICLES PLACED OUT OF SERVICE: Vehicles 0 Units	
BRAKES	1					
LAMPS & SIGNALS	1					
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION						
TIRES & WHEELS	1					
EQUIPMENT REQUIREMENTS	4					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

REMARKS:
13CCR 1233 (a) (1) - Carrier in compliance at this time and rated " SATISFACTORY "

See attached CHP 343-1's and 343A's

BIT	NON-BIT	FEE DUE	CHP 846	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☐	☐ Yes ☐ No	☐	# 8	7209 E. Rosecrans Ave. Paramount, Ca. 90723

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
A. PEREZ / MCS1	A8968	11- 17,18 & 19 - 09	☑ Auto ☐ Not a

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 11), 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 323-844-9567 within 5 calendar days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	X Lena Parten	11/19/09

REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
Lena Parten	Safety & Training Mgr.		Ca.

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C943_p00.xls

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE
☑ Yes ☐ No	54849	227210	19
CARRIER TYPE: Bus / CODE: B	OTHER PROGRAM: G	LOCATION CODE: 550	SUBAREA: S42

TERMINAL NAME: M[illegible] ransportation, Inc.

TELEPHONE NUMBER (W/ AREA CODE): (562) 259-9911

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 7209 E. Rosecrans Ave, Paramount, CA 90723

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE):

LICENSE AND FLEET INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE	DRIVERS
N/A	N/A	N/A	N/A	N/A	I- 67 II- 6	100
EXP. DATE: N/A	EXP. DATE: N/A	EXP. DATE: N/A	REG. CT: N/A	HW VEHICLES: N/A	HW CONTAINERS: N/A	CSAT: ☐ Yes ☑ No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NUMBER (W/ AREA CODE)	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
Stephen Allen	(562) 259-9911 Ext 5004	(714) 719-1749
Martin Camargo	(562) 259-9911 Ext 5010	(562) 254-6801

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2007]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 50,000	☐ 50,001 100,000	☑ 100,001 500,000	☐ 500,001 1,000,000	☐ 1,000,001 2,000,000	☐ 2,000,001 5,000,000	☐ 5,000,001 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES

PUC	T- N/A	T- N/A	☐ TCP N/A ☐ PSC N/A	☐ TCP N/A ☐ PSC N/A	US DOT N/A
ICC	☐ MC N/A ☐ MX N/A	☐ MC N/A ☐ MX N/A	MCP ☐ Yes ☐ No ☑ N/A	REASON FOR INSPECTION: Annual Bus Terminal Inspection	

INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

INSPECTION FINDINGS: REQMTS	VIOL.	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	2	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 2 N 3 A 4	1 S 2 S 3 S 4 S; Time In / Time Out
DRIVER RECORDS		No. 17 Time	No. 15 Time	No. 17 Time	Time N/A	
DRIVER HOURS		HAZARDOUS MATERIALS: ☑ No HM Transported ☐ No HM Violations Noted		CONTAINERS/TANKS: No. N/A Time	VEHICLES PLACED OUT OF SERVICE: Vehicles 1 Units N/A	
BRAKES						
LAMPS & SIGNALS	2					
CONNECTING DEVICES						
STEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	3					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

REMARKS

See attached CHP 343-1 & CHP 343A.

13 CCR 1233(a)(1) Carrier is compliance at this time. Terminal is rated "SATISFACTORY".

BIT	NON-BIT	FEE DUE	CHP 345	CHP 100D COL.	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
☐ I ☐ R	☑	☐ Yes ☑ No	☐		

INSPECTED BY (NAME)	ID NUMBER	INSPECTION DATE(S)	SUSPENSE DATE
A. Perez/C.A. Morlet	A8968/A13135	11/17 & 18/2008	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 3), 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	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY	X [signature]	11/18/08

CA[illegible] REPRESENTATIVE'S PRINTED NAME	TITLE	DRIVER LICENSE NUMBER	STATE
Cesar Sanchez	Training Mngr		CA

Destroy Previous Editions

Operator Training Program Modules

Training Modules – Paratransit

- **Welcome to MV Transportation:** Introduces drivers to company mission, company history, structure, and approach to services. Describes the rewards of working for MV, incentives and awards for passenger care and safety. Overview of the basics of quality. (40 minutes)
- **The Katherine McClary Story:** Defines "accident" and emphasizes the consequences of driver inattention through the tragic story of Katie McClary, a 25-year old Duke Honor graduate and high school basketball coach who was accidentally struck and killed by a bus in North Carolina in 2004. (15 minutes)
- **The MV Transportation Professional:** Describes MV's commitment to service and driver's responsibility to protect MV's values. Gives tenets of professional driving, including knowledge, skill set, and attitude. Presents the importance of presenting a professional image to MV's passengers, including appearance and customer service. Describes the essentials of handling difficult situations. (20 minutes)
- **Hazards Communication:** Defines common industrial chemical hazards and the importance of safe handling, reading material safety data sheets, personal protective equipment, and the proper response for personal exposure to chemicals or hazardous materials, as well as spills/leaks. (20 minutes)
- **Drug and Alcohol Policies and Procedures:** Describes prohibited substances and their detrimental effects, gives an overview of the history behind government policies regarding substance abuse. Discusses occasions for DOT drug and alcohol testing, testing procedures. Presents MV's Zero Tolerance Substance Abuse Policy. (60 minutes)
- **Fatigue Management:** Defines fatigue, sleep debt, sleep disorders, and the risks of lack of sleep. Gives guidance and tips for more effective alertness management. (25 minutes)
- **Wellness:** Discussion on the importance of maintaining a healthy lifestyle, through diet and exercise, sleep, stress management, and other healthy habits. (15 minutes)
- **Whistleblowers:** Presents Open Door Policy, OSHA's Whistleblower Regulation, and protection under law and MV policy. (15 minutes)
- **Sexual Harassment:** Discussion on anti-discrimination law and company policies, emphasizes mutual respect, and gives guidelines for dealing with sexual harassment. (25 minutes)
- **Bloodborne Pathogens:** Provides guidelines for occupational exposure in the event of an emergency, accident, or personal exposure. Defines bloodborne pathogens and how they are transmitted. (20 minutes)
- **NTI – Warning Signs:** Discussion on system security awareness. Gives guidelines for maintaining safety of the transit system, including monitoring work areas, inspecting vehicles, identifying suspicious behavior, and emergency response procedures.
- **Map Reading:** Principles of reading maps, identifying coordinates, how to recover from getting lost. (30 minutes)
- **On the Road:** Discusses vehicle dynamics and road operations running late, running hot, fares and local requirements, gives intro to local mobile data terminal and dispatch procedures, picking up passengers, and vehicle placement – including backing up, allowing clearance, and pedestrian awareness. (30 minutes)
- **The Basics of Safety:** Defines safety, accidents, and how accidents occur. Discusses risk reduction, accident prevention, identifying unsafe behaviors that lead to accidents, and the 300:29:1 theory. (45 minutes)
- **LLLC Defensive Driving:** Gives four main principles of safe driving - "Look Ahead", "Look Around", "Leave Room", "Communicate". (30 minutes)
- **Introduction to the Bus:** Introduces the differences between driving a car and driving a transit vehicle, vehicle systems, and vehicle maneuvers, such as assessing clearance, making turns, etc. (30 minutes)

- **Pre-Trip Inspections, Post-Trip Inspections, Air Brakes:** Discusses the reasons for pre-trip inspections, using a consistent approach, the seven steps of the inspection, and post-trip inspections. (60 minutes)
- **Mirrors and Reference Points:** mirror adjustments, identifying and using reference points. (30 minutes)
- **DriveCam:** Introduces the DriveCam system and how it works to document incidents and to protect drivers. (15 minutes)
- **Following Distance:** The fundamentals of setting an appropriate following distance in all situations. (30 minutes)
- **Backing Basics:** Backing safety, factors leading to backing accidents, guidelines for proper backing. (20 minutes)
- **Intersections:** Discusses types of intersections and determining and yielding the right of way, preventing accidents at intersections, safe turns. Emphasizes defensive driving, paying attention and "expecting the unexpected". (20 minutes)
- **Merging, Lane Changing, and Passing:** Covers techniques and hazards of merging onto a highway, exiting a highway, merging within the flow of traffic, lane changing and executing passing maneuvers. (30 minutes)
- **Railroad Crossings:** Discusses hazards of crossing a railroad in a transit vehicle, evacuating the vehicle in the event it stalls on the railroad tracks, steps for safe railroad crossing. (20 minutes)
- **Pedestrian and Bicycle Awareness:** Discusses various hazards associated with pedestrians and bicyclists, ensuring pedestrian and bicycle safety on the road. (25 minutes)
- **Special Conditions:** Covers various weather and special conditions that can lead to an accident and the procedures for operating safely in specific conditions. (45 minutes)
- **Accident and Emergency Procedures:** Covers the proper procedures for assessing the situation, proper responses in the event of an accident or emergency, bus evacuations and what information to provide/collect following an accident, handling the media. (30 minutes)
- **Federal Regulations:** Discussion on Federal regulations regarding Motor Vehicle Record checks, physical requirements and disqualifying medical conditions, hours of service requirements (driving and non-driving work hours), and keeping accurate logs. (30 minutes)
- **ADA Intro to Special Needs Passengers:** Overview of various disabilities and ADA requirements. (15 minutes)
- **ADA Sensitivity:** Gives guidelines for proper handling of passengers with specific disabilities, including visually impaired, deaf or hearing impaired, mobility disabled, developmentally disabled, and other disabilities protected by the ADA. Describes proper handling of service animals. (30 minutes)
- **ADA Lift Operations/Securement:** Overview of types of mobility devices and procedures for properly and sensitively assisting passengers who use them, securement procedures, passenger pickup and drop-off, assisting passengers in and out of seats, and driving for the safety and comfort of passengers in mobility devices. (45 minutes)

Quality Assurance Program

QUALITY ASSURANCE PROGRAM

This guide is intended to aid General Managers and their staffs, Regional Managers and Vice Presidents of Operations by providing a general description of the MV Quality Assurance Program. This program is comprised of an Operations Review, a Maintenance Review, and a Safety Review, conducted independently by persons in the various departments. Included in this guide is specific information, policies, forms and documents developed by the corporate office and for use in local project management.

1.0 PURPOSE

The purpose of the Quality Assurance Program is to provide opportunities to review the various departments and their day to day functions from an outside perspective, by an MV employee not directly tied to the location. The program is designed to be an aid to local management in identifying the location's strengths and weaknesses, and in developing action plans that capitalize on the strengths while growing the organization by addressing problem areas. The reviews will also present an opportunity to identify areas where potential problems may exist, and to determine what strategies can be useful in preventing them from developing further.

2.0 PROCESS

The three part review process will be conducted as follows:

Operations Reviews

- Existing locations - annually or semi-annually, depending on the annual revenues of the location.
- Start-up locations - Within the first 60-90 days of operation

Maintenance Reviews

- All locations - Semi-annually

Safety Reviews

- All locations - At least semi-annually

OPERATIONS REVIEW

1.0 PURPOSE

The purpose of the Operations Review is to provide an opportunity to review the day to day functions of each location. It will cover several primary areas, including:

- Administrative Management
- Contract & Operations Review
- Human Resource Management
- Accounting and Financial Management
- Facilities Management
- Operations
- Maintenance
- Safety & Training

Each area will be reviewed both in quantitative terms, using statistical data and verifying appropriate documentation, and in qualitative terms, analyzing the work flows and processes, the relationships between departments, relationships with customers, clients, and the corporate office, and the overall functioning of the location.

2.0 PROCESS

The Operations Review is a five-step process, consisting of:

1. Data Collection and Analysis and Follow-up on previous audits
2. Site Review
3. Delivery of Findings and Action Plan Development
4. Follow-up
5. Certification of Completion

2.1 Data Collection and Analysis

In the initial phase of the review, operating and financial data will be collected from the location. This information will be used to develop a summary of the location, and to calculate a series of performance indicators that will help to guide the site review. Also at this time, the location's Regional Manager and Vice President of Operations will provide input on specific concerns, as will staff from the corporate support team. The most recent reviews and the status of

2.5 Certification of Completion

Completion of the Action Plan will be monitored by the QA Program Manager and will result in a Certification of Completion recognizing the location's accomplishments.

3.0 FUNCTIONAL AREA REVIEWS

3.1 Administrative and Organizational Management

Under this heading, the overall management of the location will be assessed, focusing on the atmosphere and climate of the organization, the communications processes in place between departments and staff, and on how well the location provides a professional team-oriented work environment and maintains our corporate image. In addition to those specifics noted on the checklist, the following questions will guide this portion of the review:

- How are corporate goals and objectives communicated to employees?
- How well are client and customer concerns communicated to employees?
- Are there locally documented goals and objectives used to guide management?
- Are goals measurable and achievable? Are objectives relative to goals and is it clear how each employee is responsible for success?
- How often are staff meetings held? Is there an agenda? Does management develop an action plan to address items brought forth in staff meetings? How are staff responsibilities assigned for this action plan?
- Does the Maintenance Manager attend staff meetings?
- How is achievement measured?
- What is the climate of staff meetings? Does staff express issues and difficulties freely?
- Does staff engage itself by providing suggestions as well as presenting issues?
- Are employees surveyed in any way to identify potential issues or identify ways that policies and procedures could be improved?
- What is the climate of the office environment? Are staff professional in appearance and demeanor? Are the offices neat and organized or cluttered and unkempt?
- How is the office environment reflected to the customer and operations staff in terms of professional phone and radio communications?

Relevant Policies

Human Resources\HANDBOOK_2002_final.doc
Human Resources\Injury_Illness_Prev_Prog.doc
Human Resources\Substance_Abuse_No_Tolerance_2002.doc

the dispatcher. Is the data adequate in regards to documenting system performance? Is the data collection process labor intensive?

- Review emergency procedures. How does the dispatcher deal with road closures, emergencies, bad weather, cancellations, and no-shows?
- What are the driver's responsibilities? Pre-trip and post trip inspections, service reports, minor vehicle maintenance?
- What daily operations monitoring is conducted? Is there road supervision?
- Are there restrictions on the number of hours drivers can work per day? (i.e. CDL)
- What is the process for handling complaints?
- What are the procedures for dealing with accidents/incidents? Investigative procedures? Preventability determination?
- What are the drivers' responsibilities in these instances?
- What training is provided with regards to emergency procedures both to drivers and dispatchers? Is training documented in personnel files? Is there on-going training?
- Are vehicles equipped with first aid kits, biohazard kits, and fire extinguishers?
- Is there a documented exposure control plan?

Performance indicators calculated prior to the site visit will be used to generate additional questions regarding the operation of the system and point to areas where additional focus or attention is required.

3.3 Payroll and Accounting

Under this heading, the reviewer will be checking that finance and accounting functions are conducted according to company policy and by the appropriate methods. In addition to completing the checklist, the reviewer will be documenting how the accounting functions are performed, by whom, how accurate and complete the processes are, and how well local management uses the data available to manage the operations.

General Information

Accounting\FINProc-07DivisionAccountingAdmin.doc
Accounting\FIN Proc-01 Capital purchases.doc

3.3.1 Cash Accounting

The review at this point is intended to ensure the integrity of the cash collected and maintained on-site, including documentation, tracking and depositing funds.

Forms/Documentation

Accounting\PayrollCoordinatorDivisionAssignments.xls
Accounting\PayrollSubmissionTimeline2003.xls
Accounting\PRPoc-02OutofStatePayrollSchedule2002.xls

3.3.3 Purchasing and Accounts Payables

Under this heading, the analysis will focus on the accounting functions of purchasing and handling accounts payables. In addition to those items on the checklist, the following questions will help to guide the site visit review:

- Are purchasing policies maintained on-site and accessible to appropriate staff?
- Who is responsible for making purchases?
- Are national accounts used or local vendors?
- How are agreements with local vendors evaluated?
- Are Purchase Orders used effectively?
- How are purchases approved? How is documentation that a useable product was received evaluated?
- How are accounts payables tracked and processed?
- Is Lawson being used properly?
- Are batches delivered in a timely fashion? Are they correct and are vendor and GL codes accurate?
- Are invoices processed in the appropriate month?

Relevant Policy

Accounting\FIN Proc-01 Capital purchases.doc
Accounting\CloseSchedule2003.xls
Accounting\FINProc-02AccountsPayable(Manual).doc
Accounting\FINProc-13AccountsPayable(LawsonI).doc
Accounting\FINProc-14MailingProceduresAPInvoices.doc
Accounting\income stmt analysis.doc

Forms/Documentation

Accounting\FINForm-02APbatch.xls
Accounting\FINForm-03Invoice.xls
Accounting\FINForm-05aExpensereport.xls
Accounting\FINForm-05Expensereport.xls
Accounting\FINForm-06aPettyCash.xls
Accounting\FINForm-06PettyCash.xls
Accounting\FINForm-11AutoMileageTrackingForm.xls
Accounting\FINProc-09ApprovalLevelWorksheet.xls

Under this heading, the function of Human Resource Management will be assessed, including how the organization is structured and staffed, as well as how the employees are managed and supervised.

4.1 Organizational Structure

This analysis will focus on the structure of the organization, and on how well it supports the contract requirements. Key items include a review of the organizational chart and of the assignment of tasks by function and employee, a review of training provided to staff, and on the appropriateness of pay scales to the tasks and the location. In addition to the items on the checklist, the following questions may guide the site review:

- Are there locally documented goals and objectives used to guide the HR function?
- How are additional staff needs recognized?
- How was the organizational structure determined?
- What criteria are used in dividing work among employees?
- How is work divided among departments?
- Are staff assignments appropriate for skill and experience?
- What training is provided and how is the need for additional training identified for staff?
- How often is the organizational structure evaluated for possible modifications?
- Are employees familiar with the organizational structure? Is the chain of command clearly defined?
- Are pay rates adequate to maintain a stable, qualified, and trained work force?

Relative Policies

Human Resources\HANDBOOK 2002 final.doc

4.2 Personnel Performance

Under this heading, the personnel management functions will be assessed, from recruiting and hiring new employees to the appropriate use of corrective counseling in the disciplinary process, including the performance review process. In addition to those items on the checklist, the following questions will help to guide the site review:

- What is the application and hiring process?
- Who is responsible for accepting applications?
- Who is responsible for reviewing applications and checking references?

Human Resources\HR-Form-017-New_Hire_Info_Sheet.doc
Human Resources\HR-Form-018-Voluntary_Resignation.doc
Human Resources\HR-Form-019_Drug_Alcohol_Notice_Form.doc
Human Resources\HR-Form-020-PCN.xls
Human Resources\HR-Form-027-D&A_Random_Test_Scheduling.xls
Human Resources\Personnel_File_Setup.doc
Human Resources\RandomTimeWorksheet.xls
Human Resources\Rental-Vehicle-Form.xls

5.0 FACILITY

Under this heading, the reviewer will assess the overall condition of the operations facility, noting any obvious safety or aesthetic issues, and review the procedures in place to protect the company's assets housed at the location. In addition to those items found on the checklist, the following questions will guide the site review:

- How are fixed assets tracked? Does the current log match corporate records?
- Is the facility adequate to meet the needs of the operations?
- Is the facility in good condition?
- Is the lot surface in good condition and sufficient for fleet needs?
- Are there logistical issues in the lot during pull-outs or pull-ins?
- Who is responsible for facility and lot maintenance?
- Is the facility secured?
- What procedures take place to secure vehicles?
- Does the facility meet environmental standards and are all certifications in place?

Relevant Policies

Maintenance\VM-002Personalprotectiveequipment.doc
Maintenance\VM-005Liftpolicy.doc
Maintenance\VM-008FacilityCleaning.doc

6.0 MAINTENANCE

Under this heading, the reviewer will begin by following up on any outstanding deficiencies noted on previous maintenance audits. The review will include a look at the staffing, work flows and processes, the department's relationship to operations, asset control measures, and the overall ability of the department to support operations.

6.1 Fleet Maintenance

Maintenance\VM-010RoadcallandTowing.doc
Maintenance\VM-011ToolInventory.doc
Maintenance\VM-012WheelTorque.doc
Maintenance\VM-013PurchaseOrderTracking.doc
Maintenance\VM-014MSDS.doc
Maintenance\VM-015TirePolicy.doc
Maintenance\VM-016majorexpenseapproval.doc
Maintenance\VM-017Wheelchairliftsafety01.doc
Maintenance\VM-018_Monthly_Mileage_Policy_final.doc

Forms/Documentation

Maintenance\AssetTransferForm.xls
Maintenance\CoreLog.xls
Maintenance\FuelLog.xls
Maintenance\newpmtracker.xls
Maintenance\POlogtemplate.xls
Maintenance\repairorder.xls
Maintenance\VehicleList.xls
Maintenance\VM-018_monthly_mileage_report.xls

6.2 Maintenance Staffing, Training, and Facilities

Under this heading, the level of staffing, it's adequacy to support the operations, and the management of maintenance staff, as well as the adequacy of the facility to house the operations, will be assessed. In addition to those items found on the checklist, the following questions will guide the site review:

- Are regular staff meetings held for the maintenance department?
- Does the Maintenance Manager attend Operations staff meetings?
- What training is provided to maintenance staff?
- What qualifications are required for the different levels of staffing?
- Is the staffing level adequate to provide the necessary services?
- Are staff resources utilized effectively as related to the operations? (day/night schedules, etc.)
- How many bays? How many lifts?
- Is the facility sufficient to handle the maintenance operations?
- Are parts secured? Is there an adequate, but not excessive, parts inventory in a secured storage area?
- Are the existing resources adequate to perform basic maintenance and keep vehicles operating in a safe manner?
- OSHA and Environmental regs (fuel, safety equipment, MSDS sheets)

Relevant Policies

- Are the specific goals for the training department?
- Who is responsible for conducting training? How many training staff are available, FT/PT?
- What training has been received by training staff?
- What training is conducted for the various functions upon hiring and on-going?
- Is any outside training utilized? DOT? CTAA? Others?
- Are training records kept up-to-date and complete in personnel files?
- What recruiting methods are utilized? Are they effective?
- What training do new drivers receive? Are there additional training requirements or needs not being fulfilled? What about other new employees?
- What performance statistics are evaluated with regards to safety/training?
- Is there an annual evaluation of trends in incidents/accidents? If so, how is the data used in setting up training programs or in identifying new training goals?
- Is there an accident review board? Are there thresholds for reviews? Who determines if an accident was preventable?
- Are there any post-accident training or refreshers conducted? How is the need for this training determined? Is this training provided in a reasonable in a timely manner?
- How are accidents reported? Who responds? What information is collected at the site?
- Who monitors the drug & alcohol testing program?
- Are annual reports on file and up-to-date?
- Is the random program applied appropriately in terms of service hours?
- Who determines the need for post-accident testing? Is the decision maker used?

Relevant Policies

Safety & Training\Accident_Policy.doc
Safety & Training\FirstAidPolicy.doc
Safety & Training\LightDutyPolicy.doc
Safety & Training\MVClinicProtocol.doc
Safety & Training\SAF-002_Mobility_Device_Check.doc
Safety & Training\SAF-004_Safety_Award.doc
Safety & Training\SAF-005_Safety_Point.doc
Safety & Training\SAF-006_WC_Drop_Off.doc
Safety & Training\SAF-007_WC_Pick_Up.doc
Safety & Training\SAF-Form-005_FR_Incident_Report.doc
Safety & Training\SupervisorReportofAccident.doc
Safety & Training\WitnessReportofAccident.doc

Shop Audits will be conducted at least annually for each facility. This review will be more in-depth than the Maintenance portion of the Operations Review, and will include on-site vehicle inspections. These audits will be conducted according to the current policy, Maintenance\Maintenance audit.dot and will follow the format included in the Shop Audit checklist, Maintenance\VM-019 Facility Audit.doc.

SAFETY AND TRAINING REVIEW

1.0 Purpose

The internal safety review is intended to determine if all MV divisional organizational elements, equipment, procedures and functions are performing as intended from a *System Safety* perspective. *System Safety* is the formal process of managing a system to ensure that all identified safety elements (which in transit includes almost all elements of the division either directly or indirectly) in a division are in place and performing as designed.

- This review provides top management with a mechanism for documenting that key elements of the division are performing their appropriate specified functions. This includes all key elements of the division with identified system safety responsibilities.
- This review seeks to insure continuing evaluation of safety-related programs, issues, awareness and reporting.
- This review determines the divisions' compliance with MV safety policies, rules, regulations, standards, codes, procedures and assigned safety activities and requirements.

2.0 Process

A review of the safety and training program at each facility will be conducted at least bi-annually. Each review will consist of a site visit during which compliance in the following areas is assessed:

1._____A system safety program plan (sspp) exists or is currently in development at the division.

2._____The division through its Safety and Training Manager regularly conducts its own division audits to identify, track, and resolve safety deficiencies.

3._____Safety Management practices exist in the following areas:

14._____All management personnel at the division review procedures, policies, etc. as a Safety Management Team.

15._____SOPs and acknowledgments of training are developed for signatures documenting receipt and understanding of policies, trainings and procedures.

16._____Regular assessments of employee (drivers and others) proficiency are conducted.
(ie: road observations and ride checks, etc.)

17._____A current Emergency contact list developed and posted with clear designation of employee/management responsibility for call-out if necessary.

18._____The attached document compliance audit is completed with all driver's licensing, medical review certificates and other required regulated certification current.

19._____All DMV pulls or other state motor vehicle records are current within the last year and inserted into a compliance binder with a current driver's license, medical review certificate and any other required regulated certification.

20._____Training records are kept according to MV policy and are current with documentation of all training.

21._____Training files are neat, clean and correctly document all training received including daily BTW evaluations and knowledge review booklets and any other materials or tests taken by employees.

22._____The attached safety portion of the Quality Assurance Audit is attached and completed.

MV Transportation
Operations Review

Division:		Date:	

Division Overview

Administration

ANNUAL BUDGET				
BUDGET STAFFING		ACTUAL STAFFING		VARIANCE
Managers		Managers		0
F/T Clerical		F/T Clerical		0
P/T Clerical		P/T Clerical		0
Other Admin Staff		Other		0

Operations

F/T Dispatchers		F/T Dispatchers		0
P/T Dispatchers		P/T Dispatchers		0
FIXED ROUTE				
F/T Drivers		F/T Drivers		0
P/T Drivers		P/T Drivers		0
PARATRANSIT				
F/T Drivers		F/T Drivers		0
P/T Drivers		P/T Drivers		0

MV Transportation
Operations Review

Safety & Training

Supervisors		Supervisors		0
F/T Trainers		F/T Trainers		0
P/T Trainers		P/T Trainers		0
BTW Trainers		BTW Trainers		0

Maintenance

Managers		Managers		0
Lead Technicians		Lead Technicians		0
Technicians		Technicians		0
Lube Technicians		Lube Technicians		0
Utility		Utility		0
Clerical		Clerical		0
Parts Specialist		Parts Specialist		0
Other		Other		0

Fleet Vehicles

Buses/Coaches		Buses/Coaches		
Cutaways		Cutaways		
School Bus		School Bus		
Vans		Vans		
Sedans		Sedans		
Support		Support		

Operations Action Plan

The following actions have been identified to resolve the concerns noted in the aforementioned audit.

Task or Action Item	Responsible Person	Due Date	Date Completed

MV TRANSPORTATION
QUALITY ASSURANCE REVIEW

Location:_____ Date:_____

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			HUMAN RESOURCES		
			New hire process	All forms complete and signed, new hire checklist included in personnel file, all appropriate background checks complete, EIS and all forms sent to HR upon hire	
			Documentation of Applications	Applicant flow log complete and sent to corporate as required, rejected applications kept on file for two years, reason for not hiring clearly marked and those ineligible for future hire clearly noted	
			Disciplinary Actions	Warning notices issues for rule violations per handbook section 500, review last five violations, check for appropriate progression of discipline, review payroll records to confirm suspensions, payroll and training records to confirm retraining	
			Leaves of Absence	Forms submitted in timely manner and complete, maintained in personnel file. Return from LOA documented and appropriate testing and/or retraining conducted	
			Wages and pay scales	Compare payroll logs with wage scale, ensure appropriate rates and timing	
			Attendance Tracking	Review monthly attendance logs, assure point system updated and current, disciplinary action taken per handbook section 503	
			Accident and Incident Reporting and Tracking	Review files and compare to accident log, assure appropriate documentation of discipline, testing, retraining through personnel and payroll records	
			Safety incentives	Accident-free awards granted appropriately and timely, compare versus accident log and personnel files	
			Personal and Professional Appearance	Drivers outfitted in uniform, fully equipped, office staff in professional attire, ID badges where appropriate	
			Employee Classification (FT vs. PT)	Review hours to assure employees are classified accordingly, check rolling 90-day period, benefits administered appropriately, significant gaps for part-time employees followed with return-to-duty testing documentation, retraining as necessary	
			Drug and Alcohol Testing Program Compliance	Determine appropriate personnel involved, local notification process, inclusion of all safety-sensitive employees in random pool, more than one supervisor trained in reasonable suspicion, post-accident tests conducted according to policy, return-to-duty testing conducted for LOA's, adequate documentation provided for missed tests	
			Employee Files	Review files for accuracy and completion, compare training record to payroll record and/or manifests	
			Internal Complaint Process	Open door policy in place, discussion with employees regarding process, knowledge thereof, visual inspection of posting	
			Employee Suggestion Program	Visual inspection for suggestion box, mgr. acknowledgement of suggestions, employees credited for implemented suggestions	
			Files Secured	Employee, Training, Financial and Drug Testing information kept in locked file cabinet, visual inspection, review employee access and chain of command	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
			PAYROLL AND ACCOUNTING			
			Payroll Processing		Payroll approved by appropriate personnel prior to submittal to accounting, checks reviewed against submittal prior to distribution, checks distributed and signed for on appropriate pay day, hours compared to driver logs where appropriate	
			Data Input and Management		Operating data captured effectively, review trips sheets and compare to invoices and payroll documents, all data complete and able to be reviewed through system, GM regularly reviews op stats to identify problems	
			Month End Accrual Process		Invoice and expense accruals completed in timely manner, correctly, and with appropriate documentation, approved/reviewed by GM. Review current invoices to previous month's accrual	
			Accounts Payable		Approval by appropriate personnel, invoices input in timely manner, payables sent to corporate in timely manner, P.O. log in use to effectively track approvals and expenditures and to generate accruals, invoices coded to appropriate expense account	
			Invoicing		Client invoices correct and prepared according to contract and Accounting policy, credits/debits documented appropriately and submitted to accounting	
					Are rates used according to contract agreements, pass-through items handled appropriately, are billing units correct and according to contract	
			Leases and Contracts		Leases and vendor contracts on file, signed by appropriate personnel, increases budgeted where necessary, terms and conditions followed	
			Fixed Assets		Log current, complete and consistent with corporate info, inventory control tags affixed	
			Purchasing		Purchases made by designated personnel only, GM approval where appropriate, local authorization in compliance with policy, purchases reviewed against receipts and/or packing slips, check for P.O. on large purchases, use of national contracts according to policy	
			Use of Vendors		Vendors and prices, including national, reviewed periodically to ensure lowest costs, three estimates for amounts above thresholds, documentation of pricing agreements on file	
			Cash accounting		Cash revenues counting according to accepted procedures, in double custody or acceptance sign-off, fares reconciled daily to manifests or ridership and variances noted, deposits made by appropriate personnel other than those counting cash and in timely fashion. No use of fares for petty cash needs.	
					Petty cash balanced and documented correctly, reimbursements submitted in timely manner	
			Financial Record Keeping		Records on file and up to date, kept neatly in Blue binder	

Acceptable	Needs Improvement	Follow-Up	Checklist Item	Site Review	Comments
ADMINISTRATION & ORGANIZATIONAL MANAGEMENT					
			Mission and Corporate Information	Required company postings up and in visible location, in good condition and up to date, org chart up-to-date and posted	
			Awards	Location awards, local awards posted in visible location	
			Communications - Telephone	Professional office environment, employees trained in appropriate telephone answering procedures, review phone logs where available to determine wait/hold times, rings before answering, staffed adequately for customer convenience, phone system use clear to callers	
			Radio Use	Professional radio procedures utilized, 10-codes posted and used, radio checks performed in pre-trip inspection	
			Internal Documents	Employee telephone lists available only to designated personnel.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			CONTRACT COMPLIANCE AND OPERATIONS		
			Contract Documentation	Copies of current contacts and amendments up to date, complete and on file.	
			Reporting	All required client reporting requirements met including submittal of MMR, data submittals, NTD info, and accident/incident reports; reports are professional in appearance and delivered in a timely manner	
			Service Supply	Contractual service levels being met, revenues and service levels according to plan, resource utilization according to plan	
			Operations Performance	Performance standards, on time requirements met with appropriate response by management to maximize incentives and minimize liquidated damages. Location benchmarks maintained and posted. Review process for data entry and for calculating performance statistics	
				Out of contact (OOC) agreements utilized and processed correctly.	
			Passenger Complaints	Complaint logging, tracking and resolution procedures in place and utilized effectively. Complaints analyzed for trends and actions taken. Complaints tied to individual performance and assignment of progressive discipline where appropriate. Employee commendations posted and noted in employee file	
			Customer service efforts	GM initiates and/or support client efforts to survey/measure public and passenger perception of service quality, analyzes survey results to identify trends related to safety and training, passenger information, etc.	
			Public Relations	Management participates in community events, organizations, groups, etc. , and is visible within the transportation community as appropriate to the wishes of the client and to the requirements of the contract and establishment policy.	
			Client Relations	Contact made with client as least twice weekly, in person contact at least twice monthly. Attendance at client board meetings as required.	
			Client Relations	Client meetings are properly documented. Meeting notes and client correspondence reflect managers awareness of service demands as well as client needs and expectations. Documents are properly followed-up, distributed and or filed as required.	
			Client Relations	Manager and staff participate with client in promotional activities.	
			Client Relations & Business Development	Manager promotes corporate resources and seeks opportunities to market services to both current and potential new clients. Describe most recent example of the utilization of this type of support.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Visit	Comments
			FACILITIES		
			Fixed Assets	Office equipment appropriate for the operation and in good repair, fixed asset list up to date, assets tagged. Disposal procedures in place	
			Facility Condition	Facility in good repair and well cleaned, process in place for identification of problems (weekly walk-through, etc.), lot clear of debris and spills	
				Yard, Fencing, walls, and outdoor equipment (fuel tanks, etc.) in good repair and protected from hazards.	
				Lighting in the yard and external walkways is adequate, safety hazards clearly identified, review worker's comp claims and incident reports	
			Vehicle Security	Vehicles parked and locked appropriately, vaults turned in per local policy, key control procedures in effect.	
			Facility Security	Property/yard gates appropriately constructed; open, close and locked properly. Keys issued appropriately and documented. Auto codes assigned where appropriate, kept confidential and used only by designated personnel	
				Building/entry doors and windows appropriately constructed to provide effective facility security. Keys issued appropriately.	
				Doors/windows to interior offices which must be secured are appropriately constructed. Keys issued appropriately and documented.	
			Corporate Information	Bulletin boards maintained professionally, checked for outdated material and material not authorized to be posted.	
			Maintenance Shop	Shop office and work areas orderly and neat with tools stored and secure when not in use.	
				Equipment permits current and posted (list required equipment permits).	
				Storm water runoff procedures are administered and documented effectively.	
				Water recovery system (e.g. clarifier, etc.) utilized for wash water runoff.	
				Check Fire Extinguishers for current Inspection Tag	
				Proper use of Safety glasses by maintenance personnel	
				Shop equipment ,grinders, jack stands lifts inspected regularly for proper operation and condition	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			SAFETY AND TRAINING		
			Training Staff	Trainers (staff and BTW) fully qualified and authorized, listed appropriately in accounting and personnel documents, hiring process and qualifications documented, training provided and documented	
				Training personnel properly uniformed.	
			Training Program	Location training program complies with the MV Transportation training manual as well as contractual and/or proposal requirements.	
				Training materials complete, up to date, and in good condition (videos, poster, books, etc.)	
				Training room and/or other training facilities clean, neat, and conducive to professional instruction.	
			Monitoring	Ride-checks conducted according to policy, included in performance reviews, pull-ins and pull-outs monitored regularly, retraining conducted according to schedule and need, documented appropriately	
				Accidents documented appropriately, files forwarded to corporate, disciplinary action taken where appropriate, post-accident testing conducted according to policy. Accident trends analyzed and incorporated into training program	
			Safety Program	Top ten safety strategies effectively implemented.	
				Review current safety incentive program, timeliness of awards, employee postings and recognition	
				Safety board (computerized program) utilized and up to date.	
				Safety posters and related items are used effectively, changed regularly	
				Facility Safety Inspections conduced regularly, problems documented and corrected in a timely manner, review last two inspections	
				Safety meetings held monthly, agenda and notes kept, forwarded to director of Safety (check last 2 months)	
			Certifications	Review safety tracker for expiration dates of various certs.	
				Review cert. Book (pull notices, etc all current)	
				OSHA log up to date (includes light duty report)	
			Recruiting	Recruitment methods documented and tracked for cost effectiveness, best practices identified and expanded on.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			MAINTENANCE		
			Inventory	Parts room properly stocked and organized. Inventory appears appropriate for the operation. Inventory sufficient and not excessive.	
				Inventory Value	
			Daily Vehicle Inspections	DVIs reviewed daily, defects noted on work orders; all safety corrected; work order number noted on each DVI with defect; copied distributed and maintained for 30 days.	
			Documentation	Work orders complete, current, and filed appropriately.	
				Garage Keeper program utilized effectively.	
			Maintenance Tracking	Vehicle status board or other computerized tracking system utilized to monitor PMI scheduling. No overdue PMIs?	
			Inspections	State or other required inspections performed timely and documentation maintained appropriately.	
			Regulatory	Material Safety Data sheets current and complete.	
			Shop Audit	MV Transportation maintenance audit last conducted_____. Attach copy of documentation.	
				Vehicle acceptance procedures followed and documented per policy.	
			Training	Maintenance Staff has all applicable certifications.	
			Scheduling	Maintenance schedules are meeting divisions needs.	
			Budget	Staffing levels are meeting budget.	
			Safety	Monthly safety meeting minutes signed by all techs and filed.	
			Environmental	Audit Environmental file for copies of manifests for proper disposal of waste oil, filters etc and any other related environmental issues for compliance of state and federal epa laws.	
			Fuel	Facilities which have fuel tanks must have records of daily reconciliation for usage.	
				Daily log of fluid checks.	
			Fleet	Vehicle condition acceptable. Check for body damage, paint condition, decals, wheel and tire condition, windows, seats, floors, etc. Complete and attach separate vehicle condition inspection form for 10% of the fleet or 4 vehicles, whichever is greater.	
				Exterior signage correct and in good condition. Check for vehicle #, service name, CA#, etc.	
				Vehicle cleaning plan and scheduling appropriate to maintain professional appearance and to comply with contractual requirements.	
				Random check of tire condition and fluid levels.	
			Fixed Assets Management	Vehicle inventory current and accurate. Reviewed monthly upon receipt from RSM.	
				License plates/tags current and up to date on the vehicle inventory listing.	

Insurance

ACORD™

CERTIFICATE OF INSURANCE

ISSUE DATE
01/27/2010

PRODUCER

McGriff, Seibels & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201
Phone: (503) 943-6621 Fax (503) 943-6622

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A	ACE American Insurance Co.
Company B	Indemnity Ins. Co. of N. America
Company C	
Company D	
Company E	

INSURED

MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE / EXPIRATION	LIMITS OF LIABILITY	
A	**GENERAL LIABILITY** ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ ☐ General Aggregate Limit applies per: ☒ Policy ☐ Project ☐ Location	HDO G24939984	02/01/2010 02/01/2011	EACH OCCURRENCE	$ 5,000,000
				FIRE DAMAGE	$ 100,000
				MEDICAL EXPENSE	$ 5,000
				PERS. AND ADVERTISING INJURY	$ 5,000,000
				GENERAL AGGREGATE	$ 5,000,000
				PRODUCTS AND COMP. OPER. AGG.	$ 5,000,000
A	**AUTOMOBILE LIABILITY** ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles ☐	ISA H08588028	02/01/2010 02/01/2011	COMBINED SINGLE LIMIT	$ 5,000,000
				BODILY INJURY (Per person)	$
				BODILY INJURY (Per accident)	$
				PROPERTY DAMAGE (Per accident)	$
				COMPREHENSIVE	
				COLLISION	
A B	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**	WLR C46131897 (CA) WLR C46131903 (AOS) WCU C46131885 (XS)	02/01/2010 02/01/2011	WC Statutory Limit [X] Other [ ]	
				EL EACH ACCIDENT	$ 1,000,000
				EL DISEASE (Each employee)	$ 1,000,000
				EL DISEASE (Policy Limit)	$ 1,000,000
	EXCESS LIABILITY ☐ Occurrence ☐ Claims Made			EACH OCCURRENCE	$
				AGGREGATE	$
					$
					$
					$
					$
					$

CERTIFICATE HOLDER

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

Certificate ID # CB4MVAFZ

Satisfied Client Letters

City of
FRESNO

2223 "G" Street · 559-621-1393
Fresno, California 93706-1600
www.fresno.gov

FAX
FRESNO AREA EXPRESS

Ken Hamm
Director of Transportation

December 9, 2010

Mr. Kevin Klika, Corp Chief Operating Officer
MV Transportation
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Kevin:

It has been a year since I last communicated formally with the MV corporate office about your operation of Handy Ride for the City of Fresno. With a one-year contract extension agreed upon, I am exceptionally pleased with the relationship and the performance outcomes our two organizations have built together, locally and corporately.

I am compelled to acknowledge the great work General Manager Paul Kwiatkowski does as General Manager. I'd also like to acknowledge members of Paul's team, including Ken Baker, Tim Bernard, Lee Miller and Steffine Rendino. The whole local team deserves kudos. Also deserving kudos is your corporate team. MV has been willing to discuss and resolve difficult issues during difficult times, particularly around the contract. I want to re-emphasize the significance of MV's decision a few years ago to create Regional Vice President positions. I think it was pivotal to our mutual success. Dan McKeehan is an excellent representative for MV, staying in contact with us and regularly meeting with us.

At the City's Department of Transportation (FAX), we are "bottom line" oriented, just as you are. I can honestly say that we have been very pleased with the sustained high level of performance by your team here at Handy Ride and the work that has been done by MV Transportation at all levels to help our bottom line. Handy Ride has averaged about 16,500 trips per month via approximately 8,500 service hours. The last report I saw had our passengers per hour at 2.4. No shows have tracked downward, averaging about 2.5%, and on-time performance has been consistently at 95%.

My guess is that Handy Ride places high on the national scale. FAX is pleased. I have just sent my annual report on Handy Ride to the Mayor, City Manager, and Fresno City Council. I know they will be pleased as well. Serving the disabled members of our community well has been a priority for all of them.

The collaborative relationship that we have forged is serving us and our customers well. I look forward to our continued joint success during this next year.

Sincerely,

Kenneth P. Hamm
Director of Transportation

Ernest Orlando Lawrence
Berkeley National Laboratory
1 Cyclotron Road
Berkeley, CA 94720

Operations • Facilities Division

October 14, 2010

Dear Mr. Mike Stewman, MV Transportation

I would like to take this opportunity to communicate to you our high level of satisfaction with our new bus service that started in January, 2010. Given our unique terrain and need for a high level of customer service MV has performed admirably.

Our bus system is very important to the Lab in that so many employees rely on a safe and comfortable means of getting around. I am most appreciative of MV being able to understand our needs, make commitments and then perform according to those commitments. Also of note is the flexibility MV has shown as we fine-tuned our service.

Safety at the lab is crucial for us and MV understands this and has provided service with this in mind. Whenever there is an issue MV is very quick to respond and to fix a problem or make adjustments.

Our passengers report that they are very happy with the new service and the new buses and we have seen a 15% increase in ridership since working with your company.

I would like to thank MV Transportation in making the LBNL bus service successful.

Sincerely,

Jim Dahlgard
Department Head, Facilities Resources

CITY OF NEWARK

DEPARTMENT OF COMMUNITY DEVELOPMENT

BOB DIEBOLD
Mayor

JUDITH CARR
CD Director

May 25, 2010

Kevin Klika
Chief Operating Officer
MV Contract Transportation, Inc.
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Mr. Klika:

I would like to offer my sincere appreciation and support to the MV 'Team' that works to make the Newark, Ohio, Division successful. I appreciate the patience and understanding of all involved with the transition from our prior service provider as lawsuits delayed the anticipated start-up. MV truly has a great team from the corporate level down to the local level. I was quite impressed with the amount of corporate support provided to make ours a smooth transition.

I took the position of Transit Operations Coordinator three short months after the transition occurred (although I was involved with the transition through my prior position in the same department). The knowledge and assistance provided by Chad Hockman, Regional VP, and Jason Moyer, General Manager, was invaluable. Their expertise helped transition me, and the City, into the world of a well-run contract transportation program.

Having been out of the office on medical leave a lot over the last several months made it difficult to monitor our MV contract. But, Jason Moyer was excellent at keeping things going smoothly while I was out of the office. He handled each situation professionally and took a burden off my shoulders. He was very good about communicating via email and phone when needed. I am pleased to have Jason as my General Manager as he has been fantastic to work with and very responsive to any request for information needed. He has been very pro-active in suggesting improvements to our system.

I had the pleasure of attending a Passenger Assistance Training at a neighboring Transit Agency last fall. During the ride and at the training, I was able to talk with our drivers/dispatchers. I found that they are proud to work for MV and truly want our program to succeed. They understand the importance and 'need' that they fill in our community. They shared that they are marketing the program to potential clients even during their down-time while waiting at local stores for their next client. MV has done an excellent job choosing and training drivers who are dedicated to their job. I look forward to interacting more with the drivers in the future.

The most important thing to note is that we have a program in place that cares about the public and strives to serve the public the best way possible. We are now able to track on-time performance, a serious issue with our prior service provider, and are successful in getting the public to their destination on-time 97.11% of the time – a huge improvement. The public now has a reliable service that will pick them up. The public now has cleaner vehicles that don't smell of smoke. All of this has been possible with the assistance and professionalism of MV Contract Transportation.

The City of Newark looks forward to continuing our successful relationship with MV Contract Transportation in the future.

If you have any questions, please feel free to contact me at (740) 670-7708 or email me at: aspray@newarkohio.net.

Sincerely,

Anne M. (Spray) Arnott
Transit Operations Coordinator

cc: Chad Hockman, Regional VP
Jason Moyer, General Manager Division #162

40 WEST MAIN STREET, SUITE 407, NEWARK, OHIO 43055-5521
(740) 670-7530 MAIN (740) 349-6697 FAX (800) 750-0750 OHIO RELAY/TTY

DEPARTMENT OF
PUBLIC WORKS
CALAVERAS COUNTY

SERVICES
Planning
Management
Erosion Control

Tom Garcia, Director

May 17, 2010

Nathan Smith, President
MV Transportation
360 Campus Lane, Suite 201
Fairfield, CA 94534

Subject: Letter of Commendation

Dear Mr. Smith,

The Calaveras County Department of Public Works would like to take a moment and thank MV Transportation for its partnership and support. The cooperation of our partners at MV Transportation was especially critical in overcoming significant challenges over the last year.

Over the past year, Annie Self, General Manager, has regularly demonstrated her dedication and commitment to Calaveras Transit. Ms. Self has expeditiously responded to each and every County request and has regularly supported County staff at meetings and events. Ms. Self has proven that she is reliable, hard working and professional. Ms. Self's expertise and ability to collaborate were especially critical over the past year. As you know, Calaveras Transit experienced a significant financial hardship last year. The economic climate lead to a reduction in sales tax revenue for transit operations and State Transit Assistance was eliminated. As a result, Calaveras County was forced to reduce transit services by forty percent. In an effort to minimize the impact on the transit system and the community, County staff worked closely with Ms. Self to reduce operating expenses while preserving as much service as possible. Ms. Self played a critical role in identifying inefficiencies in the system including excessive deadhead and service gaps; resulting in maximum service preservation and increased system performance.

Exhibiting dedication and commitment to the Contract, regional management also played a fundamental role over the past year. The volatile condition of State transit funding made it necessary to implement quick measures to prevent an anticipated budget shortfall. Bill Lewis, Regional Vice President, was cooperative and responsive; facilitating an expeditious Contract amendment which allowed the County to avoid a significant budget shortfall.

In addition to local and regional management, local staff has also demonstrated their dedication and commitment to Calaveras Transit. Scott McClure has regularly and expeditiously responded to County requests in a courteous and friendly manner. Mr.

891 Mountain Ranch Road ♦ San Andreas ♦ CA ♦ 95249-9709
Customer Service (209) 754-6402 ♦ Fax (209) 754-6664 ♦ Email: pubworks@co.calaveras.ca.us
Web: http://www.co.calaveras.ca.us/departments/public_works.asp

McClure has been proactive in his responsibilities and has clearly demonstrated commitment to his job, the transit system, and its passengers. Robert Bachich, Maintenance Supervisor, has regularly exhibited enthusiasm and dedication to his job. Mr. Bachich has demonstrated knowledge of applicable laws and regulations, and County staff has relied heavily on his expertise when making decisions regarding vehicles and other equipment. Additionally, County staff recognizes Mr. Bachich's efforts to reduce costs and improve policy and/or procedures.

Public Works looks forward to continued collaboration and partnership with MV Transportation and its staff for the remainder of the Contract term. If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Jamie Azarvand

Jamie Azarvand
Transportation Planner

Wheels

Livermore Amador Valley Transit Authority

April 7, 2010

To Whom It May Concern:

This letter of recommendation is for MV Transportation who operates and maintains both fixed route and paratransit services for the Livermore Amador Valley Transit Authority (LAVTA). MV was awarded a multi-year contract for these services in 2007. The three base years of the contract are nearing completion and MV and LAVTA have already agreed to the first of the extension option years.

MV continues to perform with excellence in both operating our services and maintaining our vehicles. MV's on-site managers have been responsive to issues of concern and have reacted promptly to remediate any issues as they arise. During the past year, MV has done a particularly commendable job in these areas:

1. Paratransit service delivery: In 2008, LAVTA experience a large budget overrun in paratransit services. With a new manager in place, the situation has completely turned around. MV has brought the budget under control, has increased service productivity, and has assisted in numerous ways to exert management and cost control in this particular area.
2. Cost/budget analysis: As a result of severe financial constraints, MV has assisted LAVTA in a thorough analysis of our ADA ridership data base, mapping DAR trips to see if trips were out-of-district, or beyond ADA minimum requirements based on the ¾ mile criteria or the time of service criteria. This was an area of expertise lacking at LAVTA, but MV's personnel stepped in to assist us.
3. Revenue generation: Because MV is operating in many locations, they helped to broker a bus lease between LAVTA and Visalia that will result in unexpected revenues for us.

MV's regional offices also continue to be highly responsive in its commitment to client satisfaction. The regional office stepped in and quickly helped to resolve the rates that LAVTA would pay for the first option year of our operating agreement for FY11. In addition, they were very helpful in talking to the union about extending the collective bargaining agreement as part of exercising the first option year of the contract.

In summary, MV continues to deliver a quality service to LAVTA and continues to be an excellent partner in the delivery of transit services to our community.

Paul Matsuoka
Executive Director
LAVTA

1362 Rutan Court, Suite 100 • Livermore, California 94550
(925) 455-7555 • fax (925) 443-1375

TransLink
1600 - 4720 Kingsway
Burnaby, BC V5H 4N2
Canada
Tel 604-453-4500
Fax 604-453-4626
www.translink.bc.ca

South Coast British Columbia
Transportation Authority

March 31, 2010

To All Employees of the TransLink Family of Companies:

From the start of the Games to their finish, people from around the world and here at home brought the amazing spirit of the Olympics onto our transit system.

On our buses, trains, and ferries, together, you served them in record numbers, welcoming them with the same spirit of hospitality and friendliness they experienced throughout our community. From street level to the maintenance shops and the offices, each of you contributed to providing them an outstanding experience that only added to the great memories they've taken from the Games.

The gratitude we've received from so many of our 26.1 million Games-time passengers is a credit to the years of preparations and the many long hours of dedicated service that for most, succeeded in exceeding their expectations.

To their congratulations, we would like to add ours. On behalf of everyone on the TransLink Board of Directors, thank you for an outstanding job!

Dale Parker
Board Chair

PCA

PHILADELPHIA CORPORATION FOR AGING™

Enriching lives, preserving dignity.™

March 23, 2010

Edward F. Overn
Regional Vice President
MV Contract Transportation, Inc.
8730 Sommerwood Drive
Noblesville, Indiana 46060

This correspondence is regarding Philadelphia Corporation for Aging's (PCA) experience with MV Transit, under the direction of General Manager Brian Hastings. MV Transit is the current contractor to PCA for the Attendant Transportation Service (ATS). This is a specialized service for very frail elderly Philadelphians who need special additional assistance to access Shared Ride through SEPTA's Customized Community Transportation (CCT). MV Transit has held this contract with PCA for five years.

PCA's experience with MV Transit has been very positive regarding the delivery of Attendant Transportation Service to PCA consumers. Mr. Hastings brings a high level of professionalism in working with PCA on consumer service delivery issues, and makes every effort to immediately respond to any transportation challenges. MV Transit strives to deliver the best service possible, within the constraints of the Shared Ride system in Philadelphia.

PCA can recommend MV Transit to other potential customers as a dependable and responsive transportation provider.

Sincerely,

Mark Myers
Transportation / Facility Manager

cc: Brian Hastings

642 North Broad Street, Philadelphia, PA 19130
Main Office: (215) 765-9000 • Fax: (215) 765-9066 • PCA Helpline: (215) 765-9040

... E. Halford DPM, Chairman • Rodney D. Williams, President

City of Greenville
PUBLIC TRANSPORTATION DIRECTOR
1425 KitchenAid Way
Greenville, OH 45331
(937) 548-0437
(937) 548-1704 fax

March 19, 2010

Kevin Klika
Chief Operating Officer
MV Transportation, Inc.
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Mr. Klika –

I am writing to express my sincere gratitude to the employees of MV for the quality of service and smooth transition demonstrated during the recent start up with our system. The corporate support with MV is impressive.

Special thanks to Chad Hockman, Regional Vice-President, Kathy Cool, General Manager, Ricky Williams and Dave Collins in Maintenance, Jason Moyer from Newark Transit, Amy Stewart in Safety and Martha Pitts for their leadership and their attention to detail.

MV has demonstrated a professionalism that was sorely lacking in our prior contractor. It has been a joy to work in cooperation with your company to provide the necessary transportation vital to our community. Where I used to dread contact with our contractor, I now look forward to working with the entire MV staff and especially Kathy Cool, General Manager for our location. She is creative and thoughtful as well as professional.

MV's attention to safety has also been an asset. The safety meetings, daily safety messages, the safety board and the Drive Cam have gone a long way to emphasize safety to all the drivers.

The cooperative attitude is reflected in our work place with drivers and dispatchers all showing a happier disposition. Under the old management, everyone felt so repressed and the change has been wonderful. Riders have commented on the positive change as have the City of Greenville administration. The cleanliness of the vehicles has also been noted by the public as well as the drivers. Where open dialog had been closed under the old contractor, it is now open as it should be. The City once again feels they have a say in their own transportation service.

Should you have any questions related to this letter, please feel free to contact me at 937-548-0437 or by e-mail at pgarland@cityofgreenville.org.

The City of Greenville looks forward to the years ahead with your organization.

Sincerely,

Pamela K. Garland
Public Transportation Director
City of Greenville
Greenville Transit System (GTS)

Cc: Chad Hockman
Kathy Cool
Mayor Michael Bowers

Charles County Government
DEPARTMENT OF COMMUNITY SERVICES
VAN GO Transportation Division
Jeffry Barnett, Chief

CHARLES COUNTY COMMISSIONERS
[illegible]
Karen Lehman Cieplak, Director

February 18, 2010

Mr. Edward F. Overn
Regional Vice President
MV Contract Transportation, Inc.
8730 Sommerwood Drive
Noblesville, IN 46060

Dear Mr. Overn: Ed

I am writing to commend the performance of your staff in the operations of our public transit system in Charles County, Maryland. On a consistent basis, the service delivered is of the highest quality. With my own 33 years of experience in the private sector, I am well aware of the behind the scenes challenges required to put a quality product on the street. Balancing all of the issues such as organized labor, maintenance, scheduling, etc. is no easy feat and you should be proud of the dedication we see as your customer. It is not unusual for me to receive commendations from our Commissioners on our service and this is a direct result of the efforts of your staff.

This service quality would not be possible were it not for the leadership qualities of your general manager, Arlette Whitley. My staff and I deal with Arlette on a regular basis and always find her attentive to our requests, prompt to produce special reports, very accurate on the myriad data collection and truly committed to the operation. A team spirit has developed in our relationship and it is built on a high level of trust.

The County is very pleased with MV's performance and I believe our ridership has learned to appreciate the quality and reliability of service provided. Please extend to Arlette our congratulations for a job well done.

Sincerely,

Jeff

Jeffry P. Barnett
Chief of Transportation

CITY OF WEST HOLLYWOOD

City of West Hollywood
California 1984

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

DEPARTMENT OF HUMAN SERVICES

February 8, 2010

Jann Almquist
MV Transportation, Inc.
5420 West Jefferson Blvd.
Los Angeles, CA 90016-3716

Dear Ms. Almquist,

The City has contracted with MV Transportation for the operation of the City's fixed route and dial a ride services since 2002. When the City re-issued an Request For Proposal in 2008 for the operations, MV Transportation was selected to continue operating the services.

The 2008 contract award was based on several factors that included a larger facility, onsite parking for all City vehicles and employees, improvements in the dispatching software systems, and most importantly MV's previous operating performance levels. This includes the professional responsiveness in addressing issues that may arise, accurate and timely monthly reports, and ability to provide special services upon request.

Since the renewal, the West Hollywood management, supervisory, maintenance and driving staff have continued to provide excellent services to the City and constituents. Our constituents frequently acknowledge their satisfaction with the drivers, and are appreciative of the services.

Thank you and your staff for your cooperation and willingness to improve our constituent's quality of life everyday.

Sincerely,

Joyce L. Rooney

Joyce L. Rooney
Transportation & Transit Operations Supervisor

OCTA

January 18, 2010

Judie Smith
360 Campus Lane
Suite 201
Fairfield, CA 94534

Dear Judie,

On March 26, 2009, the OCTA Board of Directors approved staff's recommendation to award a contract for the operation of contracted fixed route, express bus and StationLink services, with service beginning on July 1, 2009. OCTA had previously operated the contracted fixed services in combination with agreements which also provided demand responsive services. The contract with MV Transit was the first time that the strategy of separating these services had been attempted. In addition, OCTA was planning on introducing 40-foot transit buses in contracted services for the first time. Well, time flies by so quickly and here we are just completing the first 6 months of the contract.

The purpose of this letter is to tell you how impressed I am with how well MV has performed thus far. The local staff has been extremely responsive, not only to the needs of OCTA, but to the needs of the passengers who utilize these services for transportation to work, school, medical and other destinations. As a result, service quality continues to improve, to levels where MV has started to receive performance incentives for customer comments. The vehicle fleet assigned to MV has seen some changes and the maintenance staff has done an excellent job responding to the challenges with ensuring that operations has the vehicles required to make successful pull-out every day. I also want to thank you for the attention that MV has provided from the corporate level. John Siragusa, John Calume, Kenny Pouncey, Donald Penny, Barry Reiling, and you have done a great job demonstrating the importance of providing quality service at all customers (I apologize if I missed someone). MV had definitely brought a "can-do" approach to providing transportation services.

Thank you again and I look forward to continued success in the next 3 years.

Sincerely,

Curt Burlingame
Section Manager OCTA

Orange County Transportation Authority
550 South Main, P.O. Box 14184, Orange, California 92863-1584 · 714 560-OCTA (6282)

PUBLIC WORKS DEPARTMENT

☐ ADMINISTRATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

☐ CONTRACTS
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

☐ TRANSPORTATION/ CAPITAL PROJECTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

DEVELOPMENT SERVICES

☐ BUILDING and SAFETY PERMIT CENTER
2621 Northgate Lane, Suite 6
Carson City, NV 89706-1319
Ph: 775-887-2310
Fx: 775-887-2202

☐ DEVELOPMENT ENGINEERING
2621 Northgate Lane, Suite 54
Carson City, NV 89706-1319
Ph: 775-887-2300
Fx: 775-887-2283

☐ PLANNING
2621 Northgate Lane, Suite 62
Carson City, NV 89706-1319
Ph: 775-887-2180
Fx: 775-887-2278

CARSON CITY NEVADA

Consolidated Municipality and State Capital

January 7, 2010

Denis Jackson, Vice President
MV Transportation, Inc.
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Mr.Jackson:

I would like to take this opportunity to acknowledge the performance of MV Transportation, Inc., division located in Carson City, Nevada, and specifically General Manager Ms. Lisa Leuschner. We experienced several challenges in the last year, but we have continued to evolve the service and gain ridership.

During 2009, MV staff successful dealt with a move of the operations facility and increased road work which made operations difficult at times. Additionally, there was a major staffing change at the City level – the City's primary position for communicating with MV division staff – that MV staff handled well.

Just in the last two months, we have worked together to implement a new ADA policy and dealt with the worst snowstorm in the history of the system. MV staff preformed very well in weather conditions that were so bad we had to cut service short one day. We also very much appreciate MV staff working with us to reduce costs when possible on ADA paratransit service – JAC Assist. These are very difficult budgetary times, and we need to save whenever we can.

Please feel free to contact me at 887-2355 x30396 or ppittenger@ci.carson-city.nv.us if you would like to discuss MV Transportation's role and performance in Carson City.

Best Regards,

Patrick Pittenger, AICP, PTP
Transportation Manager

Regional Transportation Authority

177 N. Church Avenue, Suite 405, Tucson AZ 85701
Phone: (520) 770-9410 Fax: (520) 620-6981

RTAmobility.com

December 28, 2009

Mr. Nathan Smith
Western Region President
MV Transportation, Inc.
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Mr. Smith:

Earlier this calendar year (2009) the Regional Transportation Authority (RTA) of Pima County retained MV Transportation to operate the Sun Shuttle family of public transportation services in Pima County. In the short period of time (since May of this year) we have developed a professional and friendly relationship with your company. To date MV has been responsive to our needs/concerns and has exceeded our expectations. Starting a brand new service presented us with unique challenges and tight timelines that could have never been met if not for the extra effort and flexibility of MV staff members. We truly could not have got this project off the ground without the cooperation and support of your staff at both the corporate and local management level.

Since implementation of the service we have had numerous public outreach events and opens houses related to Sun Shuttle service. At these events and through our customer service center we continue to hear very positive feedback about the drivers. Riders report that drivers are always pleasant, courteous and are genuinely concerned about their safety and comfort.

We are looking forward to working with MV under the next year of our contract. Your organization has provided us with a reliable and dependable service and as a result we would recommend MV Transportation to any organization looking for a dependable and professional transit service provider.

Sincerely,

Jeremy Papuga
Transit Planning and Operations Manager

December 28, 2009

MV Transportation
360 Campus Lane, Suite 201
Fairfield, Ca 94534

To: Nate Smith, President of MV West
Kevin Klika, Chief Operations Officer

Re: Annual Review

Dear Mr. Nate Smith;

It is with great pleasure that I would like to acknowledge Mr. Dave Nave for an excellent year as the General Manager for the Kings County Area Public Transit Agency Fixed Route and Para Transit operations (KART).

As the transit provider for the area of Kings County, KART's role in providing local and regional transit services is continuously changing to meet an ever-changing environment. Mr. Naves' knowledge, skills and leadership abilities has been indispensable in implementing these changes.

Mr. Nave and MV staff have built a relationship with KART that quickly resolves issues with passengers, issues with staff, or issues with implementing changes. Mr. Nave is extremely responsive to any request or questions KART staff may have. Also the Board of Director for KART thinks very highly of Mr. Nave and MV. An example would be the "Stuff the Bus" promotion that Mr. Nave, his staff, and all the Drivers do each year. They give approximately a "Ton", literally, to the Salvation Army to feed the homeless for the holidays. The Board of Directors is extremely impressed by this gesture on MV's part.

This year we had many challenges to overcome. The impacts associated with declining revenue resources for operations required cuts in services. MV and Dave Nave worked with KART staff to figure out how to give the most amount of service for the least amount of money.

MV also found a way for us to implement the Trapeze system for our Dial-a-Ride. MV trained all the dispatchers and management. They were instrumental in educating our passenger, well ahead of time, of the changes. When the first day of service under the new digital dispatch came, we had little to no complaints.

I wonder where we would be, as a small transportation provider, if we hadn't had a company like MV who cares about a small operators as well as they do for a big transit provider.

Thank you to MV Transportation, MV team staffing the Hanford operations, and the General Manager, Dave Nave for job well done in an ever-changing environment.

Sincerely

Ronald Hughes
Executive Director

Kings County Area Public Transit Agency

Kings Area Rural Transit (KART) / KART Vanpool / Agricultural Industries Transportation Services (AITS)
1340 North Drive - Hanford, California 93230-5962 / P. O. BOX 209 - Hanford, California 93232
1(866) 655-5444 or (559) 582-3211 ext. 2711
FAX (559) 587-0714 - www.kartaits.com - southvalleyrideshare.com

City of
FRESNO

2223 "G" Street • 559-621-1393
Fresno, California 93706-1600
www.fresno.gov

FAX
FRESNO AREA EXPRESS

Ken Hamm
Director of Transportation

December 9, 2009

Mr. Kevin Klika, Corp Chief Operating Officer
MV Transportation
360 Campus Lane, Suite 201
Fairfield, CA 94534

Dear Kevin:

SUBJECT: HANDY RIDE PERFORMANCE

I would like to acknowledge this past year's performance of Handy Ride, the City of Fresno's ADA paratransit service. I also want to take a moment to acknowledge the General Manager of Handy Ride, Paul Kwiatkowski.

System performance has been excellent by our assessment. We are averaging about 18,500 passengers per month on about 15,500 trips. Revenue hours are running about 8,200 per month. The last report I saw had our passengers per hour at 2.24. No shows have tracked downward, averaging about 450 per month, and on-time performance has been consistently above 95%.

These are great numbers and substantially reflect the effort of the MV team staffing Handy Ride. We are pleased and I know the Fresno City Council is pleased. Council Members have commented to me that something must be working well because no problems have come to their attention for a long while.

This is a credit to your General Manager, Paul Kwiatkowski, and my Support Services Manager, Greg Eisner. Paul and Greg have built a relationship that quickly and honestly resolves issues with passengers, issues with staff, or anything else that might come up. Paul has been exceptionally responsive to us. He has matured as a manager and become highly respected by our staff. I especially appreciate his efforts to coordinate with us when the Amalgamated Transit Union is trying to stir the pot.

We have come a long way, Kevin, since the dialogue we were having in 2006-2007. I am proud of the progress we have made, the service we provide, and the relationship we have built. I know that you are, as well. Thank you to MV Transportation and General Manager Paul Kwiatkowski for a job well done.

Sincerely,

Kenneth P. Hamm
Director of Transportation

w:\dir\kh604-MV Performance Letter-12-09-09.doc

CITY OF UNION CITY
CALIFORNIA
INCORPORATED JANUARY 1959

34009 ALVARADO-NILES ROAD
UNION CITY, CALIFORNIA 94587

December 16, 2009

Mr. Bill Lewis
MV Transportation
360 Campus Lane, Suite 201
Fairfield, CA 94585

Dear Mr. Lewis:

We are pleased that MV Transportation was selected again to partner with the City of Union City in providing valuable transit and paratransit services to the residents of Union City. This past year, MV Transportation has worked to advance driver training and improve maintenance and maintenance facilities.

David Brophy and his staff continue to be cooperative partners in the delivery of these vital transportation services for our City. We look forward to our continuing partnership through this new contract period.

Sincerely,

Mintze Cheng, P.E.
Public Works Director

cc: Wilson Lee, Transit Manager

access

Access Services
PO Box 71684
Los Angeles, CA 90071-0684
213.270.6000
asila.org

Nov 30, 2009

Mr. Kevin Klika
Chief Operations Officer
MV Transportation, Inc
360 Campus Lane, Suite 201
Fairfield, CA 94534

RE: Annual Review

Dear Mr. Klika,

It is with great pleasure and confidence that I would like to acknowledge Mr. Nader Rayden for an excellent year as the General Manager for the San Fernando Valley Access Services operation. MV Transportation has chosen an ideal candidate for this key position; Access Services is an Americans with Disabilities Act (ADA) mandated public transportation service for people unable to independently use the bus or light rail services in the Los Angeles County. The service is very diverse, with a strong customer base and a service area that stretches 1900 square miles that encompasses 97% of the urbanized areas of Los Angeles County. Through Mr. Rayden's profound skills of organization and leadership, he has lead the MV organization to close the fiscal year within contract compliance, in addition to setting a mark of quality with regards to safety.

Through his dedication to provide a safe and reliable quality of service within the San Fernando Valley region, many of the riders have filed commendations regarding the service quality and advocate on behalf of MV Transportation as a strong para-transit organization. Testimonies of these commendations were documented at a recent community meeting where members of the Access Services Community Advisory Committee spoke very highly of the MV Transportation organization, and acknowledged the significant consistency in service quality.

Mr. Raydan honors his commitments and is very responsive to the needs of our customers; his ability to forecast and develop ideas that are outside of the box to attain a very consistent service deliverable, are the very traits that make Mr. Raydan the ideal candidate for the position of General Manager and a pleasure and honor to work with.

Sincerely
Luis Garcia
Project Administrator
Access Services

Bid Detail Information

Bid Number : PW-ASD795
Bid Title : WILLOWBROOK, ET AL., DIAL-A-RIDE SERVICE (2010-PA027)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL
Open Date : 11/17/2010
Closing Date : 11/30/2010 2:00 PM
Bid Amount : $ 280,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Willowbrook, et al., Dial-A-Ride Service (2010-PA027). The total annual contract amount of this service is estimated to be $280,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov,
or from Mr. Edwin Manoukian at (626) 458 4057 or emanoukian@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/asd/contracts.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:
1. Proposer must have a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

2. Proposer's Project Manager must have a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies). (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

3. Proposer's Maintenance Manager must have a minimum of three years of experience in maintaining similar fleets of transit vehicles.
(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

4. Proposer has passed all 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).
(Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

5. Proposer must provide a spare service vehicle(s) equipped with properly working air conditioning and wheelchair lift equipment in the event that any assigned vehicle breaks down. The spare vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Minimum Required Contractor Vehicle Specifications. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

6. Proposer has submitted copies of the Proposer's, employees', and/or subcontractors' valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) commercial driver's licenses and copies of valid DMV Medical Examination Certificates, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

7. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified or Proposer must submit an affirmative statement that all of Proposer'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 H-4 ASE Transit Bus Brake Test. (Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer shall submit a copy of a Mobile Air-Conditioning Society certification or the equivalent ASE Vehicle Air-Conditioning System certification in the medium/heavy duty truck, school bus, or transit test series for at least one member of their maintenance personnel identified in Form PW-20. (Please use Form PW-20, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

A Proposers' Conference will be held on Tuesday, November 30, 2010, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra,
California 91803, in Conference Room B. 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 by Thursday, December 9, 2010, at 5:30 p.m. After this date, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, December 15, 2010, at 5:30 p.m. Please direct your questions to Mr. Fong or Mr. Manoukian at the numbers listed on page 1.

Contact Name : Eric Fong
Contact Phone# : (626) 458-4077
Contact Email : erfong@dpw.lacounty.gov