



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

June 04, 2013

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:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
68 **June 4, 2013**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACTS FOR EAST LOS ANGELES DIAL-A-RIDE SERVICE
IN THE UNINCORPORATED COUNTY COMMUNITY OF EAST LOS ANGELES;
AND FOR WHITTIER, ET AL., DIAL-A-RIDE SERVICE IN THE
UNINCORPORATED COUNTY COMMUNITIES OF AVOCADO HEIGHTS,
BASSETT, HACIENDA HEIGHTS, ROWLAND HEIGHTS,
SOUTH SAN GABRIEL, AND UNINCORPORATED COUNTY AREAS
SURROUNDING THE CITIES OF COVINA, LA PUENTE,
WEST COVINA, AND WHITTIER
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to award contracts for paratransit dial-a-ride service in the unincorporated County community of East Los Angeles; and for paratransit dial-a-ride service in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended action is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award a contract to Empire Transportation, Inc., for East Los Angeles Dial-A-Ride Service in the

annual sum of \$584,706, which includes \$94,400 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2013, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

4. Award a contract to Empire Transportation, Inc., for Whittier, et al., Dial-A-Ride Service in the annual sum of \$968,509, which includes \$124,000 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2013, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

5. Authorize the Director of Public Works or her designee to increase the contracts amount up to an additional 10 percent of the contract sum for the initial one-year term and to annually increase the contracts amount up to an additional 10 percent of the annual contract sum for renewal option years for unforeseen, additional work within the scope of the contract, if required.

6. Authorize the Director of Public Works or her designee to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Empire Transportation, Inc., has successfully performed during the previous contract period and the service is 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 contracts for the East Los Angeles and Whittier, et al., Dial-A-Ride Services. The East Los Angeles Dial-A-Ride Service is a community dial-a-ride service for eligible elderly and persons with disabilities who reside in the unincorporated County community of East Los Angeles. The Whittier, et al., Dial-A-Ride Service is a community dial-a-ride service for eligible elderly and persons with disabilities who reside in the unincorporated County communities of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, South San Gabriel, and unincorporated County areas surrounding the cities of Covina, La Puente, West Covina, and Whittier. These services will provide residents in these communities with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined service areas. The Department of Public Works has contracted both of these services since 1984.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services 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 annual contract sum for East Los Angeles Dial-A-Ride Service is \$584,706, which includes

\$94,400 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments in accordance with the contract, plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor.

Public Works successfully negotiated with the contractor for East Los Angeles Dial-A-Ride Service to reduce the contractor-provided vehicle hourly rate from \$56.30 to \$56 without adding extension years or reducing service.

The annual contract sum for Whittier, et al., Dial-A-Ride Service is \$968,509, which includes \$124,000 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments in accordance with the contract, plus an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the hourly rates quoted by the contractor.

Public Works successfully negotiated with the contractor for Whittier, et al., Dial-A-Ride Service to reduce the contractor-provided vehicle hourly rate from \$55.93 to \$55.70 without adding extension years or reducing service.

The necessary funds for East Los Angeles Dial-A-Ride Service are available in the First Supervisorial District's Proposition A Local Return Transit Program and included in the recommended Fiscal Year 2013-14 Transit Enterprise Fund Budget; and the necessary funds for Whittier, et al., Dial-A-Ride Service are available in the First, Fourth, and Fifth Supervisorial Districts' Proposition A Local Return Transit Program and included in the recommended Fiscal Year 2013-14 Transit Enterprise Fund Budget. Funds to finance these contracts' future and option years, including 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for East Los Angeles and Whittier, et al., Dial-A-Ride Services is Empire Transportation, Inc., located in Bellflower, California. These contracts will commence on July 1, 2013, or upon the Board's approval, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

These contracts have been executed by Empire Transportation, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These contracts contain terms and conditions supporting the 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; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; 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.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on November 6, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these proposed contracts, as County employees can perform these contracted services. The contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board, and will comply with the County's Living Wage reporting requirements.

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

These Proposition A contracts do not allow cost-of-living adjustments for any option years.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On November 7, 2012, Public Works solicited proposals from 111 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On December 18, 2012, five proposals were received for East Los Angeles Dial-A-Ride Service; and four proposals were received for Whittier, et al., Dial-A-Ride Service. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. For the East Los Angeles Dial-A-Ride Service, two proposers were disqualified for not meeting the minimum requirements of the RFP, and one proposer was disqualified for late submittal. For the Whittier, et al., Dial-A-Ride Service, one proposer was disqualified for not meeting the minimum requirements of the RFP. The remaining two proposals for East Los Angeles Dial-A-Ride Service and the remaining three proposals for Whittier, et al., Dial- A-Ride Service met the minimum requirements and were then evaluated by an evaluation committee consisting of three staff from Public Works. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated controls over labor/payroll record keeping and equipment. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest-cost, apparent responsive and responsible proposer, Empire 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are 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.

The Honorable Board of Supervisors

6/4/2013

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

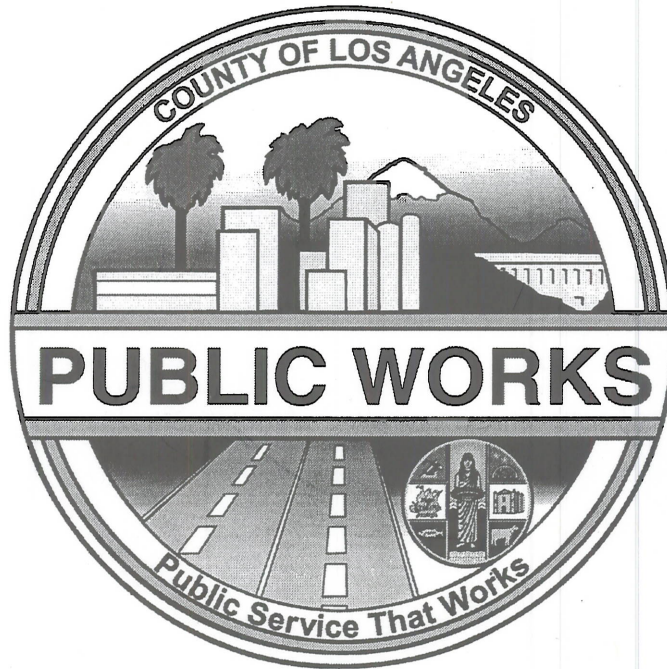
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



77958

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

EMPIRE TRANSPORTATION INC.

FOR

EAST LOS ANGELES DIAL-A-RIDE SERVICE
(2012-PA044)

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AGREEMENT FOR

EAST LOS ANGELES DIAL-A-RIDE SERVICE

THIS AGREEMENT, made and entered into this 4th day of June, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and EMPIRE TRANSPORTATION INC., a California corporation (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 December 18, 2012, hereby agrees to provide services as described in this Contract for East Los Angeles Dial-A-Ride Service (2012-PA044).

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 Map; Exhibit H, County-Provided Service Vehicles Specifications; Exhibit I, Contractor-Provided Service Vehicles Requirements; Exhibit J, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Drivers Daily Vehicle Report; Exhibit L, Preventive Maintenance; Exhibit M, Vehicle Accident Report; Exhibit N, Daily Transportation Trip Sheet; Exhibit O, MTD Monthly Ridership Form MR-20; Exhibit P, Controlled Substance and Alcohol Testing Program; Exhibit Q, Transit Security Plan; 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, 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 \$584,706, which includes \$94,400 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments for the initial contract term; and each contract option year, if exercised, in accordance with the contract or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2013 or Board approval whichever occurs last or first. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. 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.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in 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.

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

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

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

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 *Frank Ruller-Thoma*
Chairman, Board of Supervisors

ATTEST:

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

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 *Ante*
Deputy

Ante
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

EMPIRE TRANSPORTATION INC.

[Signature]
By _____
Its President

MIGUEL OLIVER
Type or Print Name

[Signature]
By _____
Its Secretary

BERITA ANWAR
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

68

JUN 4 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77958

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 8, 2013 before me, Cheryl C. Francis, Notary Public
(Here insert name and title of the officer)

personally appeared BERTHA ELISA AQUINER

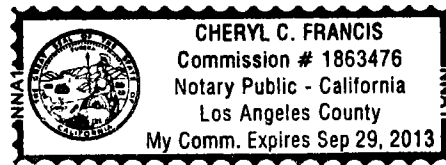
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement for Elisa Los Angeles Real-Estate Services
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 4/8/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 8 2013 before me, Cheryl C. Francis Notary Public,
(Here insert name and title of the officer)

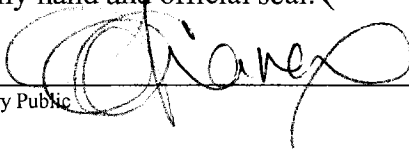
personally appeared Miguel Angel Oliver,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Easement Los Angeles DM. A Ride Books
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 41 Document Date 4/15/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

SCOPE OF WORK**EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-PA044)****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 and Hours and Days of Service

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

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 service vehicles; assisting in public relations, promotions, and patron complaints; mailing, processing, and storing client applications and correspondence, maintaining a database of client information and ridership records; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operations, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

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

The County 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 waives all claims against the County for any damages resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

The County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The Contractor hereby asserts its commitment and assures it will comply.

D. Equipment

1. Paratransit (Dial-A-Ride) Vehicles

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

a. County-Provided Service Vehicles

The County may lease to the Contractor eight revenue Service Vehicles as described in Exhibit H, County-Provided Service Vehicles Specifications, 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 eight replacement revenue service vehicles, as described in Exhibit I, Contractor-Provided Service Vehicles Requirements, hereinafter referred to as "Contractor Service Vehicles", to either replace a loss

of County Service Vehicles (due to traffic accidents, vehicle fires, etc.) or furnish additional revenue service vehicles as supplemental Service Vehicles because of changes in Service demand. The Contractor shall also be required to provide an appropriate number of spare Service Vehicles (a minimum of one spare vehicle).

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

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

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

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

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

As required by the California Air Resources Board, any new Service Vehicle introduced into Service shall be low emission alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline.

d. Support Service Vehicles

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

e. Supplemental Taxi Service

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

2. General Terms for Paratransit Vehicles

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

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

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

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. The Contractor shall also be

prohibited from using County Service Vehicles or equipment for any purpose other than providing the Service as specified in this Contract.

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

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

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

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

Should Contractor-provided Service Vehicles be required, the Contractor shall supply a sufficient number of adequate Service Vehicles, all well maintained and in good and clean condition. Their air conditioning and lift equipment shall be in good working order. The Contractor shall supply spare Service Vehicles in the event of a County Service Vehicle shortage,

not exceeding a period of 48 consecutive hours, and substitute Service Vehicles in the event of a County Service Vehicle shortage exceeding a period of 48 consecutive hours.

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

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

3. Communication Equipment

Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC). Contractor shall be aware of and ensure compliance with California VC Section 23123, which has been revised in accordance with the Hang-Up-and-Drive Bill.

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

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

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

4. County Telephone Number

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

5. Dispatch Software and Advanced Vehicle Electronics

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

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

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

The Contractor shall equip Service vehicles with MDT and GPS at its own expense. The Contractor shall remove its equipment from the County Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above.

The Contractor's failure to implement the dispatch software and the MDT and GPS by the deadline may be grounds for the contract termination or suspension of the Contract at the County's discretion based upon progress made to date.

6. Automated Vehicle Locator (AVL) Devices

The County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain GPS functionality along with remote diagnostic information. These units will report to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc.

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

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

7. Internet Access and E-Mail

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

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

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

8. Office Staff Computer Skills

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

9. Business Contact Telephone Number

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

10. 24-Hour Contact Information

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

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 all Service Vehicles and equipment. The facilities shall include:

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

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

F. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

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

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

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

2. Warranty Work (County Service Vehicles Only)

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

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

3. Service Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all Service Vehicles used in this Service. 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.

Contractor's daily Pretrip and Post trip Service Vehicle Inspection Report forms shall be submitted to the Contract Manager in a format approved by the Contract Manager, and at a minimum, shall include all items from Exhibit J, Service Vehicle Appearance/Cleanliness Checklist. 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 operational whenever a Service Vehicle is used in Service. It is unlawful to assign Service Vehicles to revenue Service with defective lift/ramp equipment on concurrent days without repairs having been made.

6. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. Contractor's duty and responsibility to maintain all Service Vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of the Contract Manager.

b. Parts/Fluids Specifications and Requirements

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

c. Service Vehicle Damage

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

d. Preventive Maintenance

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

7. Service Vehicle Maintenance Record Keeping

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

- a. Make
- b. Model
- c. Serial Number/County Fleet Number
- d. License Number
- e. Date Received
- f. Unit Repairs (mechanical)
- g. PMI Reports
- h. Daily Pre-trip Service Vehicle Inspection Reports
- i. Daily Post trip Service Vehicle Inspection Reports
- j. Work Orders

- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. Body/Interior Repairs (cosmetic)

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

8. Applicable Service Vehicle Codes and Regulations

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

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

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 finance a portion of 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

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

1. County Service Vehicles

For County Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with County Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County Service Vehicle monthly rental fees of \$1.00 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. "Service Vehicle Revenue Hours" are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of 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 revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of 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 Service Vehicle Revenue Hours between those jurisdictions shall be prorated as follows: the County's share of the Service Vehicle Revenue Hours for the Contractor-Provided Service Vehicle(s) will be determined by dividing the number of County riders by the total number of riders on the Contractor-Provided Service Vehicle(s), and multiplying it by the number of Service Vehicle Revenue Hours where the Contractor-Provided Service Vehicles transported County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of Service Vehicle Revenue Hours.

4. Supplemental Taxi Service

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

5. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the Vehicles in a fleet that use gasoline.

In addition to items 1, 2, 3, and 4 stated above, the Director may adjust up to 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment.

The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. .

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

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

Sample Calculations for Purchasing Fuel at Market Prices

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

Proposal due date: December 2012

Contract start date: July 2013

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2012	345.02 cents per gallon
Gasoline (Regular) - April 2013	383.23 cents per gallon
Percent change in Gasoline	11.1% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for July 2013	$\$35.00 + \$0.39 = \$35.39$

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

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

Proposal due date: December 2012 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: July 2013

Renegotiation of Fuel Price: January 2013 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2012	300.00 cents per gallon
Gasoline (Regular) - January 2013	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for January 2013	$\$35.00 + \$0.29 = \$35.29$

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 is 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/decals on County Service Vehicles or Contractor-provided Service Vehicles per County's request.

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

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

Costs associated with the damage to the painted surface, lettering, and/or decal work that Contract Manager determines was caused or attributed to the negligence or lack of action by the Contractor will not be eligible for reimbursement. All work related to the pass-through costs shall be approved in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

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

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

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

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

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

5. AVL Devices (County Service Vehicles Only)

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

6. Other Pass-Through Costs

County recognizes that during the term of this Contract, there may be needed repairs or modifications to 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 who has a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency (ies) whose responsibility shall be to oversee the day-to-day operations of the Service. Project Manager shall have full authority to act for Contractor and shall be reachable via office or cellular telephone during the hours of Service.

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

a. On-Line Supervision

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

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

b. Service Management

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

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

2. Road Supervisor

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

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

- a. Ensure quality service delivery on a regular basis;
- b. Facilitate fleet deployment while performing 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.

3. Telephone Reservation and Dispatch Personnel

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

4. Office Personnel

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

Contractor shall employ personnel to monitor the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience 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.

5. Office Personnel - Training Program

Office personnel, including, but not limited to, Telephone Reservationists and Dispatchers, must complete training before they begin to work with customers independently and must receive periodic refresher courses. The Contractor is responsible for having or developing a training program that includes at a minimum of the following topics:

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

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

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

This training, in full or in part, may be given to other staff in addition to mandatory training programs applicable to their duties that are conducted

by "certified" instructors and are required to meet all Federal, State, and local requirements and standards as specified in this Scope of Work.

6. Service Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate Service Vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to the Service Vehicle operators.

a. Operator Recruitment and Selection

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

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

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

b. Operator Requirements

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

- i. Have a valid California Class B driver's license (with a minimum of a "P" endorsements) 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.

7. Maintenance Personnel

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

Maintenance personnel shall be supervised by a designated Maintenance Manager, who shall have a minimum of three years of experience in

maintaining similar fleets of paratransit vehicles. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-21, is Automotive Service Excellence (ASE) certified in in A5 ASE Automobile & Light Truck Brakes Test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months, from the start of the Contract, to comply provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Automobile & Light Truck.

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

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

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

Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

8. Project Safety Official

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

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 or suspension of this Contract for default.

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

a. Ridership Per Hour

The Contractor, at a minimum, shall transport an average of three passengers per hour (total passengers/total Service Vehicle Revenue Hours) of Service Vehicle operations.

b. On-Time Service

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

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

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

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

c. Curb to Curb

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

curb, the Contract Manager will work with the Contractor to modify the Service as required.

3. Phone Wait Time

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

4. Length of Rides

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

5. Complaints

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

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

6. Road Calls

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

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

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

7. County Service Vehicles

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

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

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

O. Operation During a Declared Emergency

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

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

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 or suspension hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.

2. Service Operation Reports

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

Operational reports shall include, but are not limited to, the categories described below. Reports shall be in the format provided by County in Exhibits J-P. If a report format is not provided by County, 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 N, 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 Service Vehicle Revenue Hours, revenue miles, total Service Vehicle hours, total Service Vehicle miles operated, and fuel used (type and amount per Service Vehicle).

c. On-Time Service Report

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

d. Reservation Telephone Reports

Contractor shall submit to County a monthly telephone log of the patron reservation system. This report shall include, as 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/suspension.

f. Weekly Maintenance Inspection Report

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor as well as being submitted to the County. The Weekly

Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after contract expiration/termination/suspension.

g. Missed Trip Report

A trip is considered missed when the Contractor fails to pick up the scheduled rider. A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be specified, along with the dates and times, the Service Vehicle and trip number, and the affected total revenue miles and hours.

h. California Highway Patrol (CHP) Reports

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

i. Passenger Complaint Reports

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

j. Operational Problems, Safety Concerns, and Deficiencies

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

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

k. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and non-collision) involving Service Vehicles. The monthly summary shall include the date, Service Vehicle number,

location, operator, and accident description, including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 Service Vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report 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 M, Vehicle Accident Report. The form shall be submitted to Contract Manager within one business day along with any other supporting information about the Service Vehicle accident or incident (e.g., driver's statement, police report, witness contact information, photos, etc.).

I. National Transit Database (NTD) 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 Exhibit O, NTD Monthly Ridership Form (Form MR20) 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. Contractor shall attend the annual NTD Reporting Workshop offered by LACMTA.
- iii. **Annual NTD Reports:** Contractor shall submit to County an annual report in accordance with Federal Transit Administration NTD Guidelines, as amended. County will provide the due date for submission of the NTD Report based on LACMTA requirements.

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 or suspension, 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 or suspension.

n. **Maintenance Records and Reports**

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

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

- i. **Preventive Maintenance Inspection Reports**

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

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

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 resulting from required testing. Contractor shall

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

S. 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.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will communicate information about terrorist threats by providing, information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. 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](http://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 Management Protective Measures" report available on the FTA website (<http://www.fta.dot.gov/documents/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. 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 county approved Transit Security Plan will be attached as Exhibit Q.

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.

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

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

- U. 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.

- V. Nonconflict with Local, State, and Federal Laws

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

- W. Responsibilities of the Contractor

The Contractor, Project Manager, and Maintenance Manager shall have a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies).

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.7, Maintenance Personnel. At least one of the Contractor's Maintenance Technicians must be certified in the Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program.

Contractor shall provide proof of the required ASE and Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certifications to County prior to contract award.

Y. Utilities

The County will not provide utilities.

Z. Service Modification

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

AA. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract

Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

BB. Incentives

The following 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 Service Vehicle Revenue Hours) exceeds 3.5 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 Service Vehicle Revenue Hours) exceeds 4 passengers per hour.

CC. Liquidated Damages

1. In any case of the Contractor's failure to meet specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - a. All the time limits and acts required by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the 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 3 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 2.5 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. 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 Contractor 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.

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

i. Shutdown of Service Vehicles

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

j. Preventive Maintenance

PMI shall be performed per the OEM and Exhibit 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 non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

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

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

n. Permanent Service Vehicle Rejection

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

o. Vehicle Emissions (Engine Smog)

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

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

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

p. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section 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 P, Controlled Substance and Alcohol Testing Program Quarterly Report. All reports shall be submitted to the County within 15 days after the end of each quarter.

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

w. **Maintenance Personnel**

All maintenance on Service Vehicles shall be performed by ASE and/or Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE and/or Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

x. **Unresolved 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 Revenue Miles by at least 25% in any calendar month, the County may assess liquidated damages of \$1,000 per month per occurrence.

z. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pre-transfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure all items listed in Exhibit K, Driver's Daily Vehicle Report, including each vehicle's brakes and tires, meet specified minimums. Any and all mechanical defects identified during the pre-transfer and the transfer inspections are the responsibility of the Contractor. Preventive Maintenance Inspections (PMI's) shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the completion of the transfer of service, liquidated damages in the amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

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

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

aa. Health, Safety, and Comfort

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

bb. Fines by Regulatory and Governmental Agencies

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

cc. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

dd. Timely Repairs to County-Provided Service Vehicles

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

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

ee. 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.

DD. Contractor's Quality Control Plan

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

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

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, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

Fiscal Year. The 12 month period beginning July 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

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

1. Each Contractor 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

Contractor 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 Contractor 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 Contractor 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 Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor 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 Contractor 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.
 - 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.
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 against County.

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; 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 Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

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

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 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 or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (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. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

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. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, 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. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

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

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

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

- B. If the Contractor has declared in Form PW-16, Displaced Transit Employee Declaration that the Contractor will retain employees of the prior Contractor or Subcontractor for a period of not less than 90 days, the Contractor shall retain employees who have been employed by the prior Contractor or Subcontractors, except for reasonable and substantiated cause as specified in California Labor Code Section 1072(c)(2). That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the Contractor and/or Subcontractor.
- C. In accordance with California Labor Code Section 1072(c)(3), the Contractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 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.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than \$49,078 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, 2012.

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?

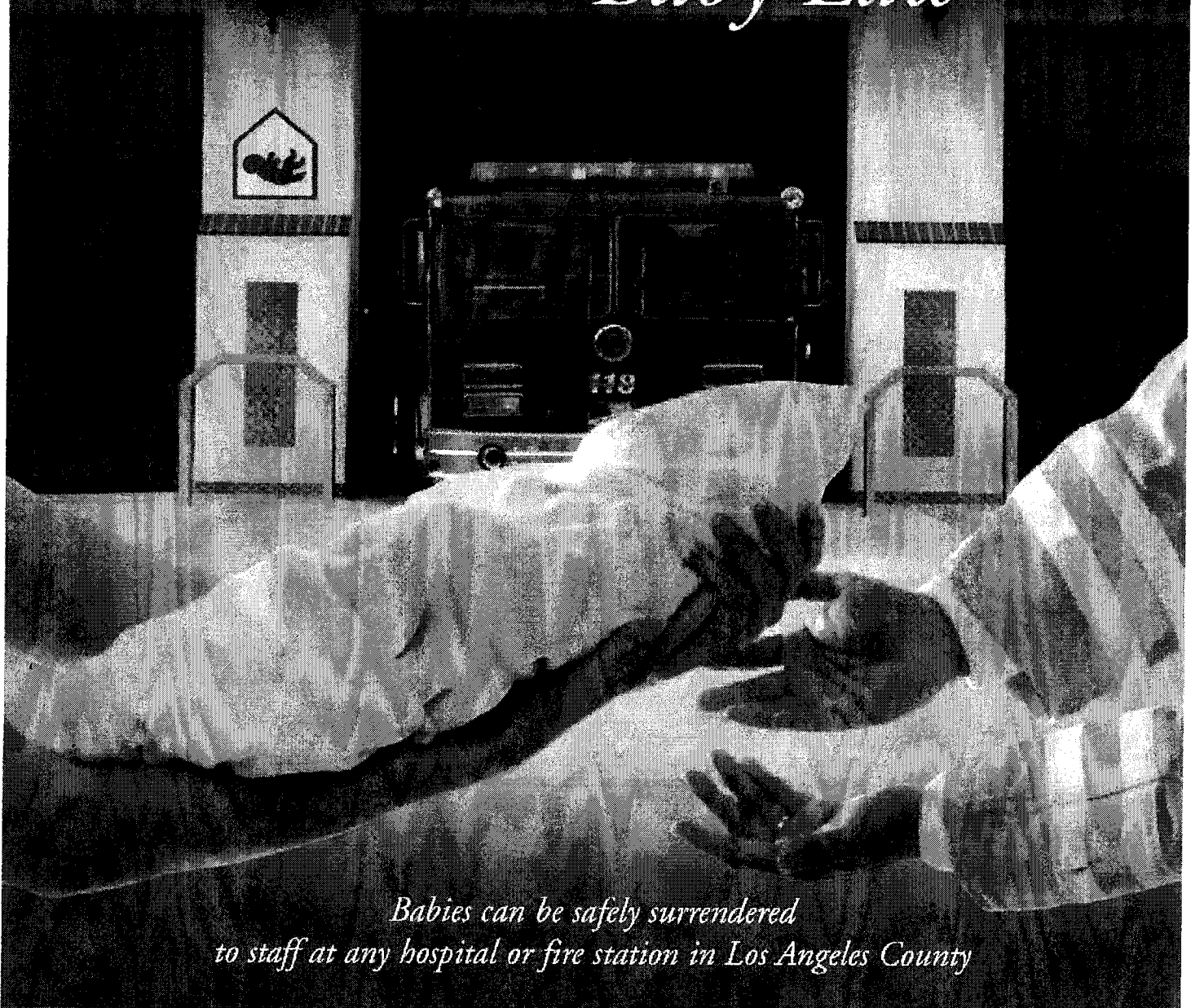
Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 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 tax return.

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

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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

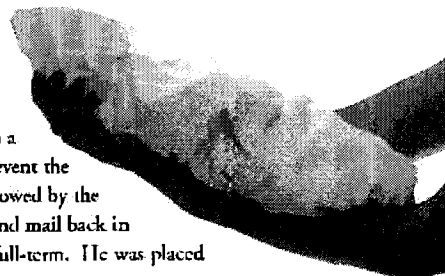
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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 Angeles. 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 Angeles 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.)

SERVICE REQUIREMENTS

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

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

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

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

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

Service Area

Service shall be provided for residents in the unincorporated County area of East Los Angeles. Initial pick up shall occur in County unincorporated area only, identified on the map in Exhibit G. Eligible destinations are those within the unincorporated County area identified in 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 Director. This approval will be documented by an e-mail from the Contract Manager to the Contractor.

Nutrition and Medical Site Locations

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



PARATRANSIT SERVICE AREA MAP

EAST LOS ANGELES

Exhibit G



0.5 0.25 0 Miles



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EXHIBIT H

COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

EAST LOS ANGELES PARATRANSIT SERVICE

Delivered to Contractor At The Start Of The Contract

<u>VEHICLE</u>	<u>I.D.</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SEATING</u>	<u>MILEAGE</u>	<u>VIN #</u>	<u>LICENSE</u>
1	L181	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	65,368 as of June 12	1GBDV13W28D154422	1307980
2	L182	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	73,505 as of June 12	1GBDV13W88D154134	1307981
3	L183	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	68,606 as of June 12	1GBDV13W38D154090	1307982
4	L184	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	71,315 as of June 12	1GBDV13W78D154044	1307983
5	L185	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	77,733 as of June 12	1GBDV13W98D154305	1307984
6	L186	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	78,517 as of June 12	1GBDV13W08D153642	1307985
7	L187	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	67,573 as of June 12	1GBDV13W98D153641	1307966
8	L188	CHEVY	UPLANDER	2008	2 + 2 wheelchairs or 5	57,575 as of June 12	1GBDV13WX8D153227	1307967

Contractor-Provided Service Vehicles Requirements**Section 1. Service Vehicle Information:**

- A. 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.
- B. The Contractor may substitute other services vehicles, as agreed upon in writing by the Contractor and the Director.

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

- Low floor Minivan, Type 4, such as a Chevy Uplander Braun, or approved equivalent with a County-approved wheelchair ramp
- Cutaway-type Vehicles, Type 2, such as a Chevy Glaval Titan, or approved equivalent with a County-approved wheelchair ramp
- Service Life five years, 150,000 miles
- Cutaways to be Low-emission gasoline or Propane-powered (LPG)
- Cutaways to be eight-passenger plus locations for two wheelchairs
- Minimum 12,000 lbs. GVWR
- 139-inch to 158-inch wheelbase
- Four Wheel Disc Brakes
- 5,000 lbs. front axle (GAWR)
- 7,000 lbs. rear axle (GAWR)
- Spring suspension front and rear
- Folding seats to be provided in the wheelchair area (folding seats cannot be used while these locations are occupied by wheelchairs)
- Vertical stanchions throughout seating area
- 55,000 BTU passenger area air-conditioning system
- 24,000 BTU passenger area heater
- Backup alarm
- For Cutaways the Ricon model S-2005, or an approved equivalent with a Director 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
- ADA-compliant securement system for two wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Inside and outside signage
- Fare Box

SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked By _____

EXTERIOR

VERY GOOD ACCEPTABLE UNACCEPTABLE

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

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	_____	_____	_____
Schedule Holder(s)	_____	_____	_____

Subtotal _____

Total _____

OVERALL RATING

_____ VERY GOOD
 _____ ACCEPTABLE
 _____ UNACCEPTABLE

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

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

ENTER BUS & CHECK!

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

RECORD ODOMETER READING

- CHECK IF PMI SERVICE 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 _____	_____	
4 _____	_____	DATE REPAIRS COMPLETED: _____

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 eight 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).

<u>PMI Service</u>	<u>SERVICE Miles</u>	<u>Or Maximum Days</u>	<u>Joint PMI Services</u>
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 13 CCR Section 1215(a) and California Vehicle Code, Section 34500.

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 13 CCR Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be

EXHIBIT L

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 ramp/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 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.

EXHIBIT L

- 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 ramp/lift for operation and adjustment; including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair ramp/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 County. Within one business day of taking

the sample, the sample must be delivered to a County-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 shall 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

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.

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- 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 percent of their lining shoes or pads at each wheel position. The brake material grade shall be 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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Vehicle Accident Report

EXHIBIT M

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: _____		
Hour: _____ (Intersection or Address) 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 _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State)	
	Parts Damaged _____	
	Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone)	
	Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)	
	Passenger Name _____ Phone: Work _____ Home _____	
	Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)	
OTHER VEHICLE (3)	Driver: _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone)	
	Driver=s License No. _____ State _____ Insurance Co. _____	
	Policy No. _____	
	Employer _____ (Name of Person or Co.) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone)	
	Vehicle _____ (Year) _____ (Make) _____ (Model or Type) Veh. Lic. No. _____ (Year) _____ (Number) _____ (State)	
	Parts Damaged _____	
	Registered Owner _____ (Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone)	
	Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)	
	Passenger Name _____ Phone: Work _____ Home _____	
	Home Address _____ (Street) _____ (City) _____ (State) _____ (Zip)	

Police Report Yes No Photographs Attached Yes No
 Police Agency Reporting _____ Station _____



INDICATE NORTH

DRAW A DIAGRAM AND SHOW HOW ACCIDENT OCCURRED

Show your vehicle as 1 2 the other vehicles as 2 3 , etc.

SHOW the location and position of Vehicle(s) at point of imp act.
 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 Yes No

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

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

ITEMS

<p>(1) MOVEMENT</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2</p> <p>_____ Straight Ahead _____ Lane Change _____ Making Right Turn _____ Making Left Turn _____ Standing _____ Parked _____ Backing _____ Rolling Back _____ Moving Unattended</p> <p>(2) TRAFFIC CONTROLS</p> <p>_____ None Present _____ Green Signal _____ Yellow Signal _____ Red Signal _____ Flashing Signal _____ Stop Sign _____ Warning Sign _____ Construction Sign _____ Other</p>	<p>(3) AMOUNT OF TRAFFIC</p> <p>_____ No Other _____ Light _____ Medium _____ Heavy-Flowing _____ Congested</p> <p>(4) TERRAIN</p> <p>_____ Level _____ Upgrade _____ Downgrade _____ Hill Crest _____ Dip</p>	<p>(5) ROAD SURFACE</p> <p>_____ Concrete _____ Asphalt _____ Oiled/Gravel _____ Unpaved _____ Other</p> <p>(6) VISIBILITY</p> <p>_____ Good _____ Fair _____ Poor _____ Very Poor</p>	<p>(7) WEATHER</p> <p>_____ Clear _____ Rain _____ Fog _____ Dusty _____ Snow _____ Heavy Smog _____ Other</p> <p>(8) ROAD CONDITION</p> <p>_____ Dry _____ Wet _____ Muddy _____ Snowy or Icy</p>	<p>(9) EVASIVE ACTION by Co. Driver</p> <p>_____ Locked Brakes _____ Hard Brakes _____ Slowed/Stopped _____ Steered Away _____ Accelerated _____ None _____ Other</p> <p>(10) SAFETY BELTS</p> <p>_____ Installed, Not Worn _____ Installed and Worn _____ Not Installed _____ Vehicle Unoccupied</p>
Total Yrs. Driv. for Co. _____ Total Yrs. Driv. this type Veh. _____ Total Yrs. Driv. _____				
_____ EMPLOYEE NAME (PRINT)		_____ SIGNATURE		_____ DATE
_____ SUPERVISOR NAME (PRINT)		_____ SIGNATURE		_____ DATE
_____ DIVISION EAD OR AUTH. REPRESENTATIVE NAME (PRINT)		_____ SIGNATURE		_____ DATE



NAME _____ DATE _____

PAGE# _____ OF _____ PAGES _____ VEH# _____

DRIVER HOURS/MILEAGE TOTAL TRIPS

TIME DRIVER SIGN ON _____
 TIME DRIVER SIGN OFF _____
 LAST DROP B4 LUNCH _____
 MILEAGE _____
 1ST PIU AFTER LUNCH _____
 MILEAGE _____

TOTAL THIS SIDE _____
 TOTAL OTHER PAGE _____
 TOTAL _____

SERVICE TIME

LEAVE YARD _____
 FIRST PICK-UP _____
 LAST DROP-OFF _____
 RETURN TO YARD _____

SERVICE MILEAGE

LEAVE YARD _____
 FIRST PICK-UP _____
 LAST DROP-OFF _____
 RETURN TO YARD _____

SAMPLE

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 _____

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 testing within three hours of a traffic accident or incident giving rise to a suspicion of substance abuse

The Provider 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 hours thereafter.

The Provider 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. The Provider 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 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, painkillers, 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, the Provider shall permanently prohibit these individuals from servicing or operating Service Vehicles pursuant to this Scope of Work.

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 24 hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Non-discretionary, Random Substance Abuse Testing

The Provider 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 25 percent 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 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 1.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, the Provider 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, the Provider 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

The Provider shall, upon receipt of substance abuse test results warranting action hereinunder, notify the subject individual of his immediate suspension and of the Provider's intention to prohibit performance of specified duties. The Provider is not required hereby to terminate employment of the individual altogether.

c. Institute A Review Procedure

The Provider 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 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 the Provider, an employee representative (who shall be an employee of the Provider), and a third party chosen by the other two.

The Board shall decide upon the consequences of the substance testing set forth in Subsection 1.b above within one 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 extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one week of the hearing. A two-thirds vote is required to overrule the Provider's intended work prohibition.

The decision shall be written but need not be a formal document.

1. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by the Provider. 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 without specific reference to individuals may be published or made available for public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

2. Liability

The County shall indemnify, defend, and hold harmless the Provider, 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 the Provider to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**LOS ANGELES COUNTY MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Provider:

Reporting Period:

Agreement/Contract No.

Project:

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

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to project 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. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests				

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

(To be provided by the Contractor)



December 17, 2012

Eric Fong
Los Angeles County Department of Public Works
Administrative Services Division – 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Re: Proposal – East Los Angeles Dial-A-Ride - (2012-PA044)

Dear Mr. Fong:

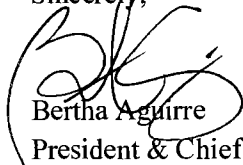
Thank you for the opportunity to present a proposal for the East Los Angeles Dial-A-Ride Service. We are proud to say that Empire is Southern California's most experienced minority and locally owned transportation company. We have successfully provided shuttle services for over eighteen years for the elderly and disabled. We have established rewarding professional relationships with Altamed and Kaiser Permanente, among other customers, by providing the best service with emphasis in quality of care and efficiency.

Through the years we have developed a solid infrastructure that allows us to provide strong support to this contract by having software for dispatching and routing already in place which communicates with the drivers in real time. We also have a fully equipped facility in close proximity to the service area that will allow us to centralize the key functions of the service allowing for better control and more efficient usage of resources.

We have also developed and implemented a strong training program that places strong emphasis on customer service and ADA requirements. Another factor that makes Empire different is our management structure. Both owners, Miguel Oliver and I, are very involved in the day-to-day operations, allowing for swift decision making without waiting for the ownership being brought up to speed. We feel that we are the best operator for this contract based on our proven experience, currently established operational infrastructure, facility, and management structure.

As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1, as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,



Bertha Aguirre
President & Chief Operating Officer

BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968

8800 Park Street, Bellflower, CA 90706

• 562-529-2676 Ext. 114 • FAX 562-529-2220 •

E-Mail baquirre@emptransportation.com

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FINANCIAL STATEMENTS CAN BE FOUND ON AN ENVELOPE MARKED "CONFIDENTIAL" ENCLOSED WITH THE BINDER MARKED "ORIGINAL"

12-091899



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

ENDORSED - FILED In the office of the Secretary of State of the State of California

JUL 20 2012

This Space for Filing Use Only

1. CORPORATE NAME Empire Transportation, Inc. 8800 Park Street Bellflower, CA 90706

2. CALIFORNIA CORPORATE NUMBER C2742033

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

[X] If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

Table with 4 columns: Item number, Address description, City, State, ZIP Code. Rows 4-6.

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

Table with 5 columns: Item number, Title, Address, City, State, ZIP Code. Rows 7-9.

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

Table with 5 columns: Item number, Name, Address, City, State, ZIP Code. Rows 10-12.

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE CA

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

6/27/12 George C. Salmas Agent Signature



**State of California
Secretary of State**

S

11-682382

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 20 2011

This Space for Filing Use Only

1. CORPORATE NAME

C2742033
Empire Transportation, Inc.
8800 Park Street
Bellflower, CA 90706

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
8800 Park Street	Bellflower	CA	90706
3. STREET ADDRESS OF PRINCIPAL BUSINESS IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8800 Park Street	Bellflower	CA	90706
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Miguel Oliver	8800 Park Street	Bellflower	CA	90706
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Bertha Aguirre	8800 Park Street	Bellflower	CA	90706
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Monica Escorza	8800 Park Street	Bellflower	CA	90706

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Miguel Oliver	8800 Park Street	Bellflower	CA	90706
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Bertha Aguirre	8800 Park Street	Bellflower	CA	90706
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Monica Escorza	8800 Park Street	Bellflower	CA	90706

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

George C. Salmas

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1880 Century Park East, Suite 417	Los Angeles	CA	90067

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Shuttle transportation and parking operations

15. 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.

7/15/11

George C. Salmas

Agent

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



II. Experience

A. Firm Background

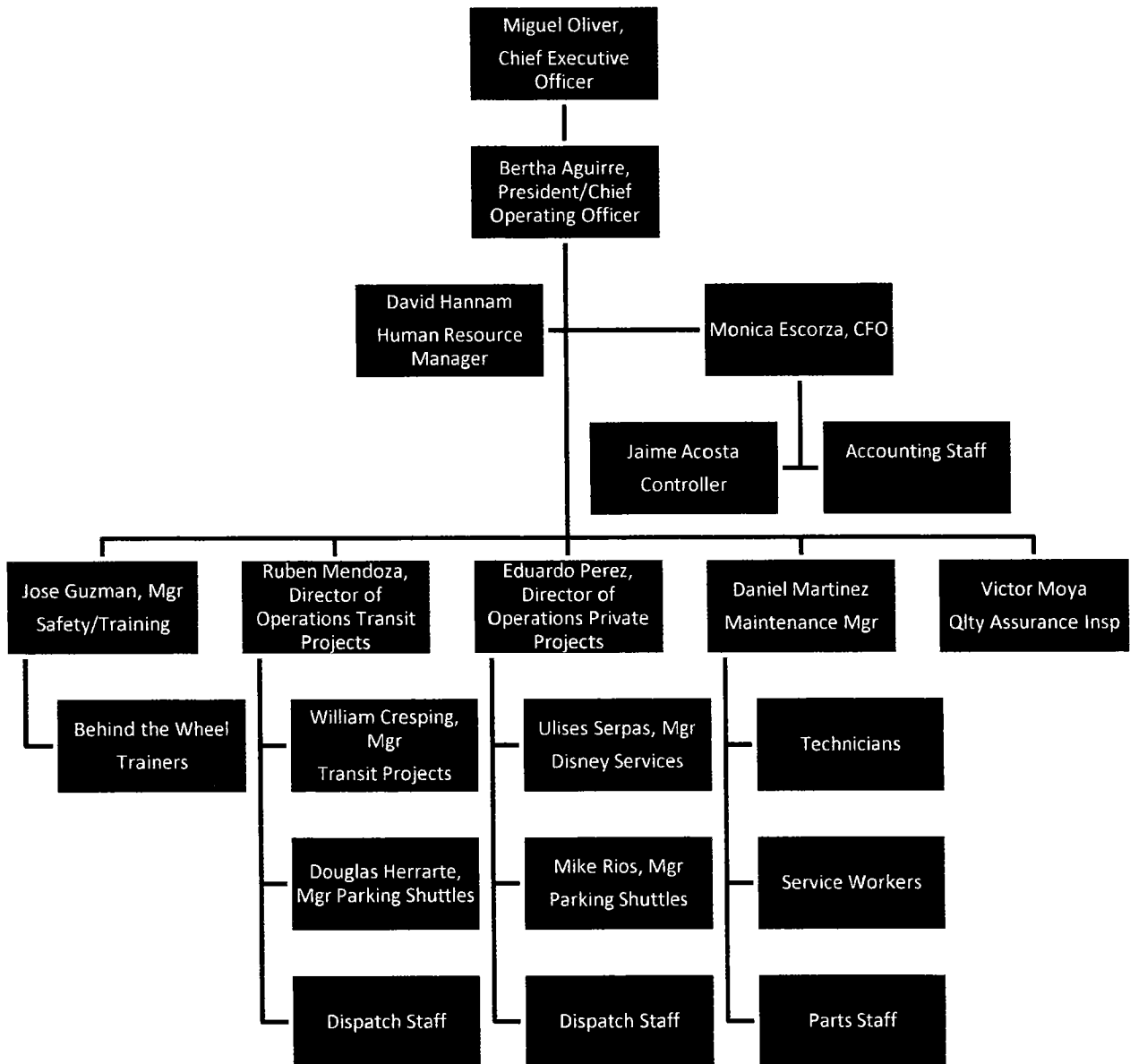
Established in 1968, Empire Transportation is Southern California's premier locally and minority owned passenger transportation company. It is a California S Corporation and all of Empire's outstanding shares are owned by Miguel A. Oliver and Bertha Aguirre who serve as Chief Executive Officer and President/Chief Operating Officer respectively. This owner/operator situation brings major benefits to our clients, including:

- Empire can move rapidly to make any decision or commitment necessary to meet the needs of our clients.
- Our staff wastes no time with the endless corporate meetings that are endemic to most national companies.
- Ownership is contagious: the proximity of our shareholders to the management team allows our managers to function as extensions of company ownership because they know the owners and their values intimately.

Empire is a local company, headquartered in Bellflower, California so there are no separate divisions. Rather project staff will have direct access to the company principals. And because company principals are locally based, the principals will know the details of this operation in real time. As part of this ownership atmosphere and the pride of ownership, no portion of this or other services is done by subcontractors.

B. Organizational Structure

1. Firm Organization Chart





2. Project Organization Chart

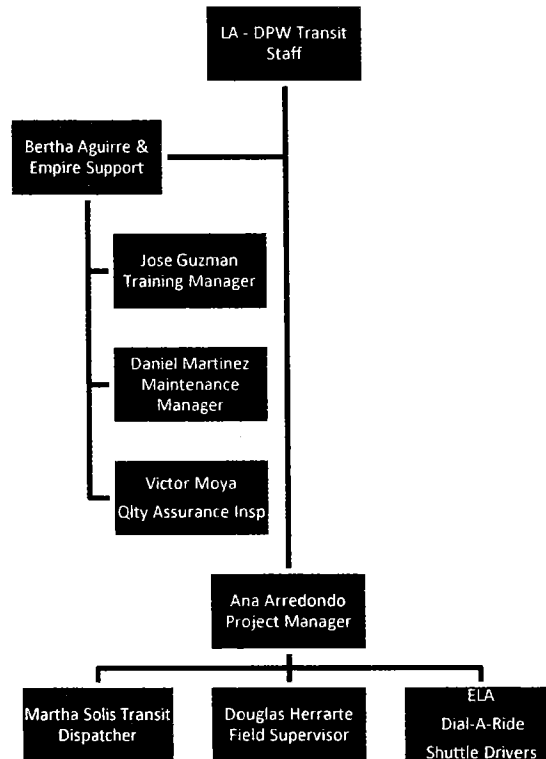
We at Empire are very excited to propose a highly experienced and energetic manager who has been directly working on this project as the general manager and has a proven record of providing efficient and honest service to the Department of Public works. Resumes of key corporate officers and key project managers can be found beginning at page 5 of this section.

- **Ana Arredondo** worked as the General Manager for East Los Angeles Dial-A-Ride while employed by Southland Transit. She successfully supervised the customer service call center, the dispatching department as well as the operators. She established a rewarding professional relationship with the assigned manager to this contract. Adding to her vast transit experience, she also has worked for Empire as the Assistant General Manager for the Riverside Transit operations where she showed her ability to multi-task and maintain a solid operation. Ms. Arredondo is very experienced with the reporting requirements for this project as well as all the operating procedures since she worked on this project for a period of one year. She has attended the MTA NTD reporting seminar. In addition holds the Transit Paratransit Management Certificate from University of the Pacific.

Working with Ana on the implementation of this project are several other Empire managers.

- Dispatch support will be coordinated by **Martha Solis**, Empire's transit/paratransit dispatcher. Martha is an experienced transit/paratransit professional who learned her trade as a customer service agent, dispatcher and dispatch supervisor for Access Services in the Southern area of Los Angeles County. She currently provides dispatch support for our public transit/paratransit projects in Lawndale and Bellflower.
- **Douglas Herrarte** will function as field supervisor and primary behind the wheel trainer for the East Los Angeles Dial-A-Ride service. Douglas has been with Empire for the past 12 years. He is an experienced Manager who will be responsible for our on-road driver evaluations and for behind the wheel training.
- **Jose Guzman** is Empire's long time manager of safety and training. He is a Transportation Safety Institute certified instructor and is also certified to teach all elements of the National Safety Council defensive driving course.
- **Daniel Martinez** is Empire's vehicle maintenance manager and is responsible for our 228 vehicle fleet. The fleet includes 53 vehicles fueled by either compressed natural gas or propane and he is highly adept at the practices and procedures required for successful maintenance of vehicles operating on alternate fuels.

Project Organization Chart



3. Resumes

The resumes for key personnel and corporate managers follow.

Miguel Oliver, Chief Executive Officer

Professional Profile

Senior Executive with proven experience in all aspects of building a highly successful, customer focused, passenger transportation company.

- Management Development
- Quality Assurance
- Facility Acquisition
- Banking/financial relationships
- Active Corporate Citizenship
- Marketing and Customer Retention
- Safety/Risk Management
- Strategic Planning
- Vehicle Selection and Purchasing
- Building effective service partnerships

Professional Accomplishments

Strategy Development/Implementation

- Developed the growth strategy that has tripled the size of the company
- Built accountability systems to maintain control over far flung operations
- Move the company strongly into alternative fuels
- Designed the Kaiser purchasing and inventory systems that are still used to this day
- Opened major new company markets in the higher education sector
- Established the facility infrastructure to support expansion
- Set the example for the entire team in positioning the company as a high quality service partner for clients where quality of service matters

Financial Management

- Established financial reporting systems to assess project by project results
- Established banking relationships that have supported the company through its growth
- Established cost effective insurance relationships built on effective risk management
- Built maintenance controls to ensure effective maintenance at sustainable cost
- Established strong vendor partnership with preeminent bus sales firm in region
- Coached program managers to take ownership of financial controls in their area

Team Building

- Established the program manager system to ensure project control over wide area
- Recruited top quality financial manager to provide feedback to managers
- Established succession planning to insure long term success of Empire
- Brought in new talent at appropriate times to support company's development
- Mentored every one of our program managers in building effective client partnerships

Work History

Chief Executive Officer	Empire Transportation, Inc.	2011-Present
President & CEO	Empire Transportation, Inc.	1998 – 2011
Dir. Central Support Services	Kaiser Permanente	1970- 1998
Co-Founder	Empire Parking Services	1968 – 1970



Bertha Aguirre, President/Chief Operating Officer

Professional Profile

Senior Transportation Operations Executive with proven experience leading a team of transportation professionals providing high quality transportation services to multiple clients.

- *Transportation Operational Control*
- *Customer Relations*
- *Seasonal/Event Transportation*
- *Campus Shuttles*
- *Quality Assurance*
- *Safety/Risk Management*
- *Adult Special Needs Transportation*
- *Non Emergency Medical Transportation*

Professional Accomplishments

Operational Excellence

- *Delivered 30% productivity improvement with new dispatch software*
- *Achieved consistent year to year decreases in accident frequency*
- *Developed effective management structure for multi site supervision*
- *Attained 100% compliance with CHP, DOT, DMV and PUC requirements*

Service Implementation

- *Exceeded client expectations on every new project*
- *Recruited new program managers to handle service growth*
- *Developed specific performance standards to insure effective start ups*
- *Developed aggressive recruiting/training programs to staff new projects*

Customer Relations

- *Established high level communications with clients to insure our responsiveness*
- *Insured that clients received timely and accurate reporting*
- *Intervened personally to handle sensitive investigations or reporting*
- *Developed effective driver training programs to improve passenger service*

Work History

President/Chief Operating Officer	<i>Empire Transportation, Inc.</i>	<i>2011-Present</i>
Chief Operating Officer	<i>Empire Transportation, Inc.</i>	<i>1996 - 2011</i>
Customer Service/ Accounting Coordinator	<i>Classical Building Arts, Inc.</i>	<i>1993 – 1996</i>

Education

Business Administration/ Accounting	<i>Cal State Los Angeles & UCLA</i>	<i>1991-1996</i>
--	---	------------------

Ana Arredondo, Proposed Project Manager

Professional Profile

Highly experienced and energetic manager of community transit and paratransit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

Professional Accomplishments

Operations Management

- Delivered superior service to six of Los Angeles County projects serving unincorporated areas including East Los Angeles Dial-A-Ride.
- Successfully implemented and enforced procedures at L.A. Metro, Division 95 that resulted in the key categories measured exceeding Metro's internal performance.
- Experience in successfully managing all aspects of operations in both demand response and fixed route environments.

Control of Dispatch and Call Center Operations

- Supervised and gave guidance for the successful start up and implementation of multiple municipal dial-a-rides in LA County.
- Able to elevate and maintain a passenger per hour that exceeded contractual demand both in West Covina, Alhambra and Pico Rivera Dial a Ride.

Customer Service

- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects

Work History

Assistant Gen. Mgr.	Empire Transportation	2012 – Present
Project Manager	Southland Transit	2010 - 2012
Assistant Gen. Mgr	Southland Transit	2005 - 2010
Customer Service Team Leader	Southland Transit	2002 - 2005
Customer Center Rep.	Southland Transit	2001 - 2002

Education

Bachelor of Arts	Cal State Los Angeles	2006
Transit Paratransit Management Certificate	University of the Pacific	2009



Jose Guzman, Safety Training Manager

Professional Profile

Experienced Transportation safety and training professional with proven experience recruiting and training courteous safety-aware drivers. Demonstrated skills in all of the following areas.

- Commercial Driver Requirements
- Classroom Driver Instruction
- Behind the Wheel Training
- Accident Investigation
- OSHA Reporting and Compliance
- Administration of the Pull Notice Program
- Drug/Alcohol Program Management
- Driver Refresher Training

Professional Accomplishments

Service Implementation

- Trained all required drivers for every company start up
- Planned and conducted the training to support alternate fuel implementation
- Conducted required background checks of all new drivers and staff
- Managed multiple re-starts of campus shuttles on rotating calendars

Regulatory Compliance

- Worked closely with CHP & PUC Inspectors to insure full compliance
- Conducted all required harassment training
- Managed pull notice program without any inspection defects
- Successfully maintained all required driver training records

Safety/Training

- Insured that all accident/incident investigations are accomplished in a timely manner
- Conducted all driver classroom training for the company
- Provided behind the wheel training both directly and through delegated trainers
- Coordinated with external resources for required management training

Work History

Safety/Training Mgr	Empire Transportation	2004 – Present
Office Manager	Empire Transportation	1990 – 2004
Field Supervisor	Empire Transportation	1988 – 1990

Education/Certificates

Multiple Training Certifications

National Safety Council Instructor, TMA Passenger Assistance Course, Transportation Safety Institute Certified Instructor, Crisis Prevention Certified Instructor, CTA Certified Safety Coordinator, Certified Administrator – DMV CDL Program, Pull Notice Administration, Terminal Inspection Requirements, Substance Abuse Recognition and Prevention, Red Cross First Aid/CPR Instructor



Daniel Martinez, Fleet Maintenance Manager

Professional Profile

Experienced transportation fleet maintenance manager with a proven record for providing safe, clean, attractive and reliable vehicles for operations. Demonstrated skills in all of the following areas.

- Shop Scheduling
- Technician Training
- Computerized Engine Diagnostics
- Purchasing/Inventory Control
- Maintenance Reporting
- Alternate Fuel Technologies
- Warranty Management
- Regulatory Compliance

Professional Accomplishments

Service Implementation

- Handled new vehicle inspection/get ready for multiple new projects
- Coordinated design, production and application of vehicle decals/wraps
- Coordinated warranty coverage with manufacturers and modifying entities
- Installed all required special equipment (examples: fareboxes, cameras, head signs)

Control of Service Operations

- Provides immediate, on-line response to vehicle problems
- Dispatches maintenance resources to respond to problems in the field
- Coordinates preventive maintenance to support vehicle availability
- Insures readiness and adequacy of spare vehicle resources

Technical Leadership

- Insured availability of computerized diagnostic tools for technicians
- Built fully compliant air conditioning maintenance program
- Established technical documentation to support warranty claims
- Designed installation program for on board security cameras

Work History

Maintenance Manager	Empire Transportation, Inc.	2011 - Present
Maintenance Manager	Southland Transit, Inc.	2009 - 2011
Maintenance Manager	MV Transit, Inc.	2006 - 2009
Assistant Maint. Mgr.	First Transit, Inc.	2005 - 2006

Education/Certificates

Associate of Occupational Studies Degree in Automotive/ Diesel and Industrial Technology	Universal Technical Institute
Transit Engines, Transit Brakes, Transit Suspension/Steering, Transit Electric, Transit Climate Control, School Bus Brakes	ASE



Martha Solis, Transit/Paratransit Dispatcher

Professional Profile

Experienced passenger transportation dispatcher with a proven record for providing effective service scheduling, operational control and customer service support. Key areas of capability include.

- Driver Scheduling
- Use of Automated Dispatch Tools
- Providing Transit Information
- Direct Driver Supervision
- Accident/Incident Response Coordination
- Handling Customer Calls
- Preparing Operational Reporting
- Training of Dispatch Staff

Professional Accomplishments

Use of Dispatch Tool

- Expert user of DDS dispatch tools for Access Services
- Key member of team converting Access to StrataGen Automated Dispatching
- Managed conversion of Empire systems to RouteMatch Automated Dispatching

Control of Service Operations

- Managed hundreds of drivers in three different areas for Access Services
- Managed dispatch portion of a new taxi start up on the Westside.
- Handled all dispatch facets of service implementation for City of Bellflower

Customer Service

- Over 10 years of experience handling transportation customer calls
- Experienced in use of information systems to provide information to passengers
- Trained dozens of customer service agents to provide transportation information

Work History

Dispatcher	Empire Transportation	2010 – Present
Project Administrator	All Yellow Taxi	2007 – 2010
Dispatch Supervisor	Global Paratransit	2003 – 2007
Dispatcher	United Paratransit	1999 – 2003

Training

StrateGen Automated Dispatching – RouteMatch Automated Dispatching
DDS Taxi Dispatch System – TSS ATBOS Reporting System for ASI



Victor Moya, Quality Assurance

Professional Profile

Experienced problem-solving oriented manager within the transportation industry with a proven record for evaluating all aspects of a transportation program as well as providing professional advice to improve the areas found to be deficient. Demonstrated skills in all of the following areas.

- Professional Conduct Policy
- On Road Evaluation
- Safe Work Habits
- Customer Service and Sensitivity Training
- Accident/Incident Investigation
- Service Monitoring
- ADA Customer Care Training

Professional Accomplishments

Quality Control

- Key contributor to the development and establishment of a comprehensive Quality Assurance Program at Empire
- Responsible for Customer Service and Accounts Executive training at UPS.
- Fully responsible for the job performance and safety of a team of 150 drivers at UPS.

Customer Service and Compliance

- Ensured compliance with a comprehensive Customer Service Program developed for the Call Center and Dispatch Departments at UPS
- Enforced strict professional conduct procedures at UPS
- Responsible for safety compliance as Area Manager for UPS

Employee Coaching/Counseling

- Emphasis in developing a Trust and Team approach at Empire
- Responsible for developing a Dispute Resolution Program at UPS
- Worked with drivers to improve commitment to schedules that resulted in improved on-time delivery rates and a marked increase in efficiency at UPS

Work History

Quality Assurance Inspector	Empire Transportation	2009 - Present
Area Supervisor	UPS	2002 - 2009
Account Executive	UPS	1999 - 2002
Dispatch/Call Center Supervisor	UPS	1992 - 1999
Distribution Ctr. Supervisor	UPS	1988 - 1992

Education/Certificates

B.S. in Marketing and Business Admin	Cal State LA	1985-1990
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C. Service Experience

Empire Transportation, Inc. provides high quality fixed route and demand responsive services to some of Southern California's most prestigious, quality centered organizations. These clients have chosen Empire to meet their transportation needs because of our reputation for providing transportation services that are consistent with the client's own high standards. Our success has come from working with each client to clearly understand their special needs and then designing a specific transportation program to meet those specific needs. Every client, large or small receives that same commitment to an individual customized level of excellent service from Empire.

Most relevant to the service we are proposing to East Los Angeles Dial-A-Ride is our work for AltaMed Health Care, which provides care to senior citizens under the Adult Day Health Care (ADHC) and Medicare PACE programs in Southern California. As a result of this project Empire is the leading provider of senior transportation services in Los Angeles County, providing over 300,000 annual trips to ADHC/PACE Centers in Central Los Angeles, Lincoln Heights, East Los Angeles, El Monte, Pico Rivera, Downey, Lynwood and Cypress. The training materials and management systems that Empire has developed to support our ADHC and PACE operations make us well suited and ready to provide quality service to the users of the East Los Angeles Dial-A-Ride Service.

ADHC/PACE participants are enrolled in these programs because they have begun to encounter problems with one or more critical life functions. We believe that our service to this population gives us a depth of experience that makes Empire more effective in operating, and training drivers for senior and disabled services in all areas. As examples:

- Empire drivers are always out of their seat and in a position to assist passengers as they exit or enter the vehicle.
- Our drivers encounter a higher number of passengers in wheelchairs and using other mobility devices; making effective securement of all kinds of mobility aids a critical part of our standard training.
- The entire staff at Empire – drivers, dispatchers, managers – understands how the onset of cognitive difficulties requires special awareness in ensuring that our passengers are able to use our services effectively.
- Our years of experience providing these services has ensured that our safety/training and management staff understand how to select and train drivers who will be successful in this very sensitive and critical demand response service.

D. References.

Disneyland Resort

Address: 1313 S. Harbor Blvd, Anaheim, CA 92802
 Contact Person: Mark Hatfield
mark.hatfield@disney.com
 Telephone: 714.781.1828
 Length of Service: June 2006 to the present
 Type of Service: Fixed Route Shuttle Service – 365 Day
 Operation
 Fleet: 12 Type VII and VIII Medium Transit
 Vehicles – CNG Powered
 Revenue Hours: 53,655



Los Angeles Dodgers

Address: 1000 Elysian Park Ave
 Los Angeles, CA 90012
 Contact Person: Anthony Squeo
ASqueo@standardparking.com
 Telephone: 614.332.0185
 Length of Service: 2004 to the present
 Type of Service: Parking Shuttle Services
 Fleet: 7 Medium Transit Vehicles – Most CNG
 Revenue Hours: 2,975



City of Lawndale "The Beat"

Address: 14717 Burin Avenue, Lawndale, CA 90260
 Contact Person: Mike Estes, Dir. Community Services
mestes@lawndalecity.org
 Telephone: 310.973.3272
 Length of Service: 2009 to the present
 Type of Service: Community Fixed-Route Service
 Fleet: 3 Type VII Medium Transit Vehicles
 Propane Powered
 Revenue Hours: 6,800 annually





City of Bellflower

Address: 16600 Civic Ctr Dr, Bellflower, CA 90706
Contact Person: Richard Pierce
rpierce@bellflower.org
Telephone: 562.804.1424
Length of Service: July 1, 2010 to the present
Type of Service: Fixed Route & Dial-a-ride
Fleet: 6 Transit Vehicles
Revenue Hours: 8,500



AltaMed

Address: 500 Citadel Drive, Los Angeles, CA 90040
Contact Person: Castulo de la Rocha, Chief Executive Officer
cdelarocha@altamed.org
Telephone: 323.725.8571
Length of Service: 2001 to the present
Type of Service: Demand Responsive Service
Fleet: 40 Cutaway Paratransit Vehicles
Revenue Hours: 61,504



Kaiser Permanente

Address: 11666 Sherman Way, N Hollywood, CA 91605
Contact Person: Bill Bafford
bill.bafford@kp.org
Telephone: 818.503.7061
Length of Service: 1994 to the present
Type of Service: Fixed Route and Demand Response
Fleet: 32 Cutaway Transit Vehicles
Revenue Hours: 112,268



DPW – Sunshine Shuttle

Address: 900 South Freemont Ave, Alhambra, CA 91803
Contact Person: Vanessa Rachal
vrachal@dpw.lacounty.gov
Telephone: 626.458.5960
Length of Service: 2011 to the present
Type of Service: Fixed Route
Fleet: 2 EZ Rider Transit Vehicles
Revenue Hours: 6,972





D. Minimum Mandatory Requirements Met

Empire meets each and every one of the minimum mandatory requirements as set forth in the Request for Proposals and Form PW-20. This is shown fully throughout our proposal.

The three years of experience providing same or similar demand-response/Dial-A-Ride service is explained fully in this section, and we invite County staff to contact our clients to confirm our ability to perform and meet and exceed client expectations.

Our proposed manager, Ana Arredondo, meets and exceeds the minimum experience set forth in the RFP. This is confirmed by his resume at page 7 of this section.

Empire's CHP inspections for the past three years have been attached at Tab III, Work Plan. Our commitment to maintaining our client's vehicles as well as our own is an essential part of our service.

Full compliance with the requirements for a spare vehicle as set forth at Tab V and Form PW-19.

Full compliance with requirements for licenses and permits for our drivers. Copies have been included in Tab VII.

Full compliance with the requirements set forth for the assigned technicians as provided in form PW-21.



III. Work Plan

A successful and efficient Dial-A-Ride service is based in the ability to minimize the scheduling peaks and valleys. This is achieved by establishing a well trained and technologically equipped Dispatching department that works very closely with the Call Center. By this statement, we are not forgetting about forming a strong team of drivers and supervisors in addition to a well maintained fleet. The following are the different components of our work plan:

A. Staffing Plan

1. Organization

The following table provides detailed disclosure of the labor resources that we would dedicate to this project. The information is different than the LW-8 in that it shows all Empire staff that will be involved with the project rather than, as with the LW-8, just the positions that will be charged to the project for financial calculations. As an example there will be additional dispatch and road supervision support for this operation during all hours that vehicles are in revenue service but on the LW-8 only the dedicated positions are noted because those positions are already in place at Empire and need not be charged to this project. Note that Empire is at all time cognizant of the LA County requirement for all staff to be full time. Any position shown as less than full time on the LW-8 reflects cost sharing of positions between this project and other Empire projects. Attached is the detailed Staffing Plan in the pages that follow.

Position	# of Positions	Duties	Annual Hours	Hours Charged to Project
Driver	7	Operate transit vehicles on route	22,005	22,005
Project Mgr	1	Overall project direction	2,080	1,560
Field Supvr	1	On road supervision & training	2,080	2,080
Maintenance Manager	1	Overall vehicle maintenance direction	2,080	0
Mechanics	11	Repair & Preventive Maintenance	22,880	2,080
Service Worker	4	Bus Cleaning	8,736	2,080
Safety/Training Manager	1	Classroom training, supervise behind the wheel trainers	2,080	0
Qlty Assurance Inspector	1	Monitors adherence to Quality Assurance Program	2,080	0
Dedicated Dispatchers	2	Monitor service performance, coordinate emergency response	4,160	4,160
Reservationists	2	Call takers, input data in Routematch, Customer Service	4,160	4,160
President & COO	1	Coordinate implementation, handle service escalation issues	2,080	0

2. Staff Position & Tasks

a. Project Manager

In Dial-a-ride services, an experienced hands-on manager with the ability to motivate her/his staff is extremely important. In Ana Arredondo the Department will have a Manager that can hit the ground running since she has already worked on this service and in this capacity. The Project Manager has a multitude of duties but we believe that the key elements of the job are:

- Selecting drivers that are committed to passenger satisfaction and safety.
- Providing orientation and training to our staff so that they know how to provide service effectively.
- Insuring that we give our drivers a clean, fully functional vehicle for daily service.
- Intervening rapidly when there are any signs that an employee is not able to provide quality service.
- Providing rapid and comprehensive investigation of any accidents, incidents or complaints.
- Providing operational reports to insure that our client has all of the information required to effectively monitor our service.
- Insuring that our reporting meets the audit standards for the MTA voluntary NTD reporting system or any report as required by the Department.
- Insuring the all the requirements as set forth in the RFP for the call center, productivity levels, customer service and complaints resolution are met and when possible exceeded.

b. Drivers

Driver Trainee Selection

Our goal is to retain existing employees that are familiar with the system and customers. If the active drivers meet the criteria described below and they are in good standing with the Department, they will be given priority in the hiring process.

Every applicant seeking to become an Empire driver must submit an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) along with his/her application. The printout provides invaluable information regarding an applicant's driving experience and infractions.

The Empire Safety & Training Manager is responsible for the final selection of applicants seeking to be driver trainees, based upon consideration of the individual's application, interview and motor vehicle record. However, at a minimum Empire will not employ those whose record displays any of the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.



3. Suspended or revoked drivers license due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding 7 years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.



Driver Training Requirements

Once chosen for training, trainees undergo training based on the following curriculum. A full copy of the Empire Safety Training Program can be found in the Appendix. Only upon satisfactory completion of the curriculum will a driver be released for service as an Empire driver. At a minimum, the following subjects are taught as part of the required driver training.

Subject Area	Trainee has no CDL or Passenger Endorsement	Trainee has CDL and Passenger Endorsement
Classroom Instruction		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	3 Hour	3 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
Behind the Wheel Instruction		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 – 40 Hours	4 – 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 – 32 Hours
Total Training Hours	70 – 115 Hours	34 – 62 Hours

Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.



Refresher Training

Empire conducts an ongoing schedule of refresher training courses. Normally, these are held once a month, for a minimum period of one hour. To maintain a position at Empire all employees, such as East Los Angeles Dial-A-Ride drivers are required to attend at least eight refresher classes a year. Every staff member is required to participate in the location safety program meetings.

Background Checks

All Empire drivers will undergo a criminal background check before being assigned to revenue service.

Tasks

After a driver has completed all the training and the background checks, and has been put on service, their duties are to drive the routes in a safe manner, in compliance with the schedule, and providing courteous service to the riders. Additionally each driver is expected to communicate with the project manager, supervisor and dispatch if any issues or questions arise. Each driver is expected to manage fares and maintain the required reporting so that our project reporting complies with NTD and contract standards.

c. Maintenance Personnel

Our Safety and Training Policy includes standards for the initial training of maintenance personnel. We require that maintenance personnel who operate a vehicle on a public roadway must have a license applicable to the vehicles operated. Additionally all maintenance personnel undergo a minimum of 20 hours of original driver training including company orientation and policy, defensive driving, hazardous material handling, dealing with blood borne pathogens, sexual harassment, body mechanics, emergency procedures and drug and alcohol policy requirements.

We also recognize that the growing complexities of servicing transit fleets require ongoing training. Today's vehicles include complex computer systems and advanced cutting-edge engine technologies. In such an environment it is a challenge to keep the maintenance staff current with industry changes. As quality maintenance is an essential element of service quality we are committed to the continual training and upgrading of our maintenance employees' skills. We use multiple sources for mechanic training including the courses and resources offered by the manufacturers, vendors, as well as the National Institute for Automotive Service Excellence (ASE), the Service Technicians Society, and the Transportation Safety Institute. The company has established financial incentives for technicians who attain ASE certifications. We also identify training sources and work with the maintenance staff to arrange their schedule to attend training or study for certifications they need to further enhance their maintenance skills. After a member of staff develops a new expertise through training, she or he is asked to share that information and expertise with the other employees.

Tasks

The job tasks for maintenance staff fall in the following areas:

- Performing preventive maintenance inspections.
- Diagnosing observed or reported problems with vehicles.
- Repair or replacement of parts or subsystems to return vehicle performance to OEM standards.
- Performing their duties with their safety and the safety of co-workers always uppermost in their minds.
- Insuring that hazardous and/or polluting substances are handled in accordance with professional practice and legal requirements.

d. Supervisors

Supervision of drivers in service comes from three primary sources:

- Our project managers spend time in the field, not only in the office, and are an integral element of our operations monitoring. The Project Manager is also directly responsible for the accuracy and integrity of project reporting as well as maintaining and improving the productivity level of three (3) passengers per hour with the highest level of customer service possible.
- The Field Supervisor provides direct, on site supervision of our service operations on a daily basis. They also ensure that drivers are relieved on schedule for legally required breaks and further, that these reliefs are accomplished without causing service delays.
- The Dispatch Center maintains positive control of service operations throughout the service day, as drives are required to report any service delays throughout the day.
- The Call Center is the first point of contact for the stakeholders that is why is key to maintain a high level of customer service. It is also important for the reservationists to have the knowledge and ability to provide accurate information as well as traveling time options which will allow us to maximize the resources at hand.

Tasks

Effective dispatchers, reservationists and field supervisors are critical to the success of a Dial-A-Ride project. Their principal role is in supporting drivers in order to provide a team atmosphere and shared commitment to service quality. The most important tasks are:

- Communicating with drivers to insure they understand that the best way to protect all the parties involved in any situation is to make quick and accurate reports about any problem they encounter.
- Monitoring driver performance to provide a reminder that late service or poor service will be noticed and dealt with.



- Insuring that drives take the breaks that are legally required. This is not only a state law mandate but it is proven to improve driver's productivity.
- Providing rapid support when drivers need emergency resources.
- Provide and record accurate information to and from the requesting party in order to insure a smooth scheduling and service.

e. Office Staff

Existing staff in our office in Bellflower handles the counting of fares and recording of fares, as well as the deposit of funds in the bank. Staff there also processes payroll, handles human resources, pays vendors and renders accurate billings to our clients. Note that Empire adheres to best practices in the area of fare handling and billings in that the staff who count fare receipts are not in any way involved with either the billing of service OR the reconciliation of expected fares to actual fares.

B. Communication Plan

Mobile Communications

Empire will provide two forms of mobile communication between drivers, dispatch and supervisors. The most basic will be through the use of a Nextel push to talk device. The device provides better coverage than any radio system, and is allowed by State law as long as it is not used as a cell phone or for texting. We will also provide an MDT that will be installed in the vehicle. The MDT will have GPS capabilities as well as the ability to communicate in real time with our scheduling program, RouteMatch. This device will also have cell phone capabilities as a backup plan in case of failure of the two-way radio network. The use of the cell phone capability will be in case of emergencies only. We have a zero tolerance policy for cellular phone use and texting while driving and we enforce it aggressively, including through the use of our video surveillance system that can be installed on the vehicles with the Department's approval.

Scheduling Software

Our company decided to find a software, outside the widely known provider, that had all the same tools available as well as reporting capabilities at a lesser cost. RoutMatch met this criteria. We have been running RoutMatch since 2009 for our customers and the satisfaction level from both sides is very high. In the Appendix you will find detailed information for RoutMatch as well as sample of some of the reports produced.

Internet Connections

Our company has provided internet connections and individual e-mail addresses to our principals, and project managers for a long time. Each manager and supervisor has an individual e-mail address, which allows direct communication between the manager and the client. The e-mails can be seen either on the managers computer in the office, or through the smart phone each carries with them.



Communication via Dispatch Office

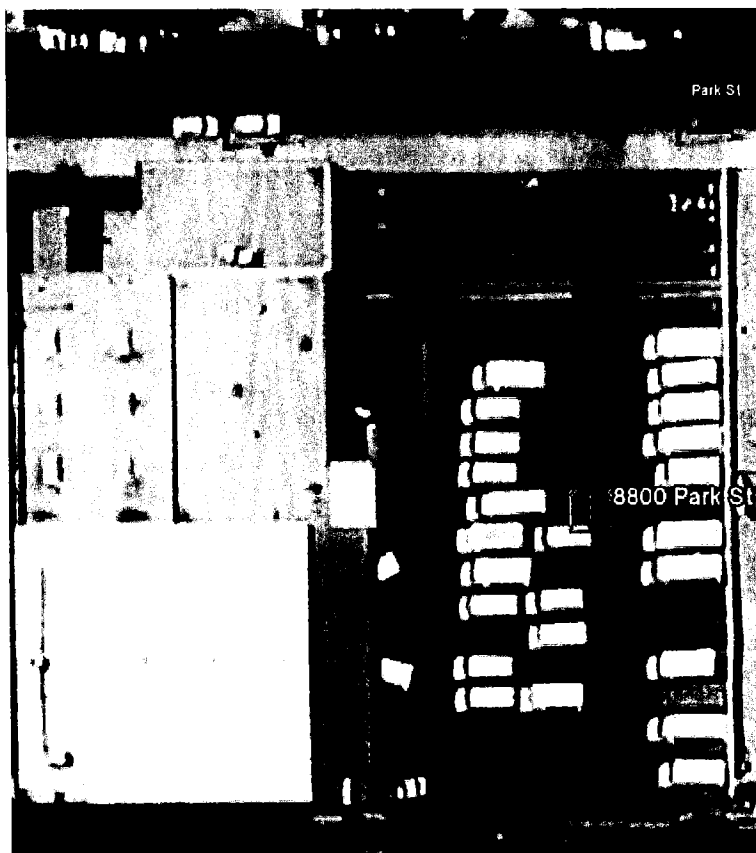
Calls regarding the East Los Angeles Dial-A-Ride Service will proceed through the dedicated call center office at our Bellflower facility. We will maintain and support the number listed in the RFP. In handling such calls the reservationists as well as dispatch employees will have access to general information regarding the service and the capability of taking calls regarding complaints, or to connect the caller with the appropriate manager or supervisor to handle incident or accident calls. The call center and dispatch office have full ability to connect callers to the appropriate supervisor or manager as required.

County staff will also have available, in addition to the dispatch and office line, the cell phone numbers of the Project Manager, and the Company President.

C. Storage & Maintenance Facility

We have two facilities available for storage. One is our corporate offices located at 8800 Park Street in Bellflower (shown in the picture below). The second facility is located at 8701 Park Street in Bellflower (shown in the following pages). There is sufficient space at either facility to accommodate the County vehicles. Both lots have a security fence and are lighted, as required in SOW Exh. A §F 2.c. The distance from the proposed facilities to any given point within the service area is approximately 12 miles.

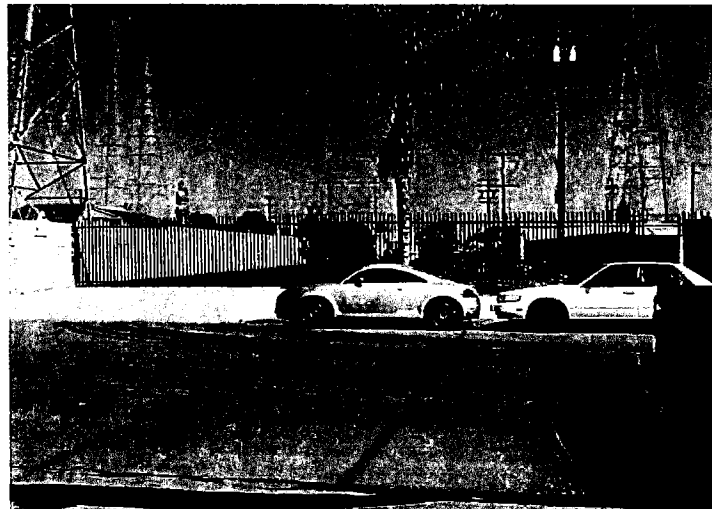
The corporate site provides over 10,000 square feet of enclosed maintenance space (large building at bottom left) and almost 12,000 feet of office, training and multi-purpose space in the buildings just above the shop building in the site plan.

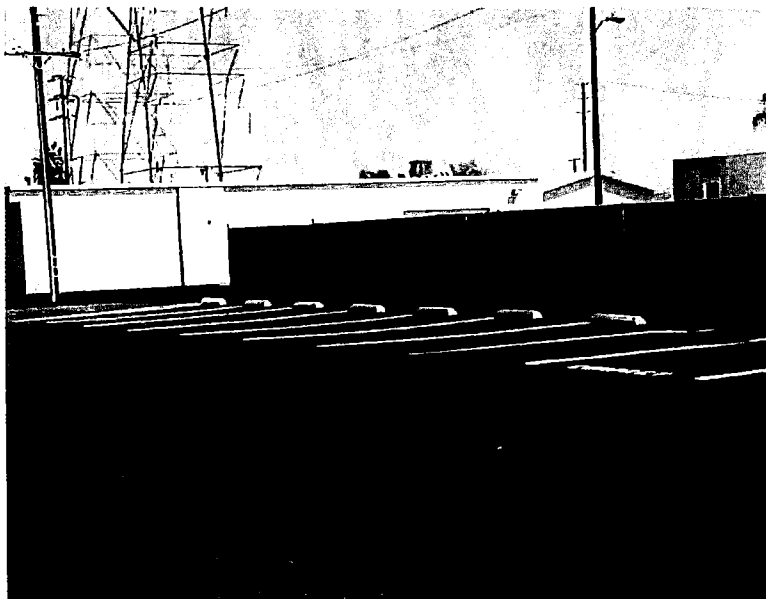
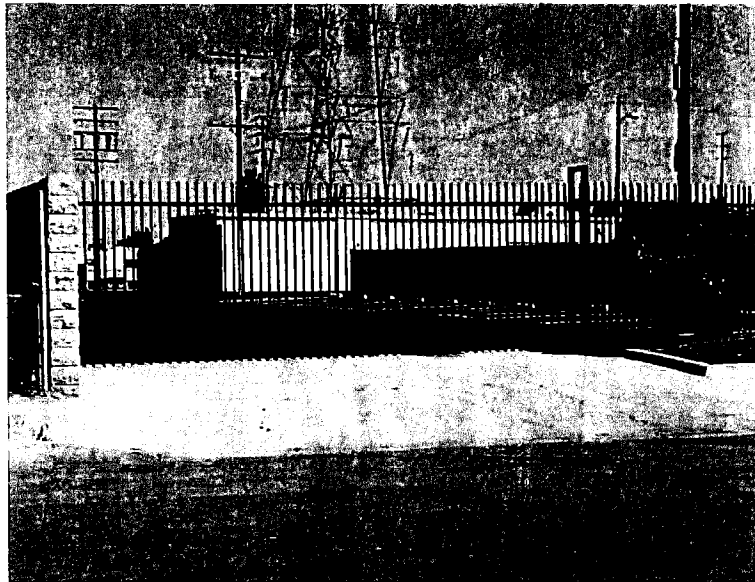


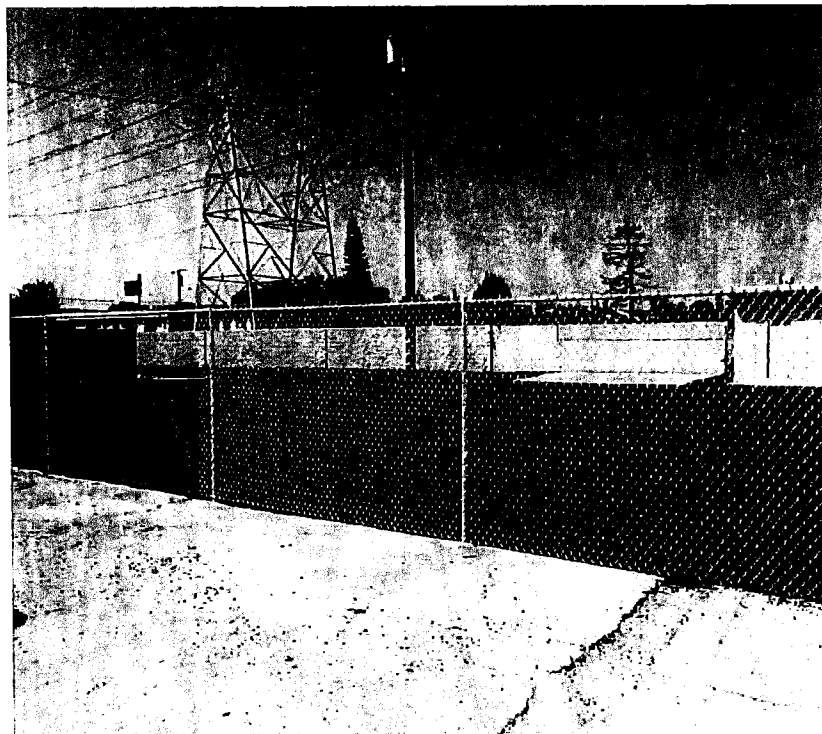
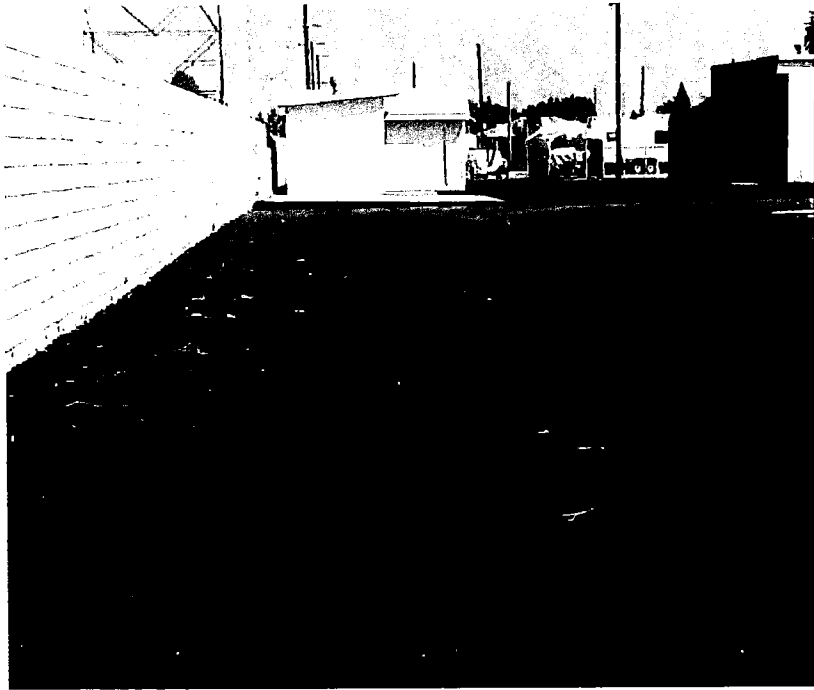
The second facility has capacity to store 40 additional vehicles. It is located within a 3 minute walk from our corporate offices. Below is the aerial picture before improvements.



The following are pictures after the improvements to the property.









Equipment

The vehicle maintenance will be done at our corporate facility which is fully equipped to provide maintenance for the East Los Angeles Dial-A-Ride service vehicles. The following major maintenance equipment is already in place.

- Full shop compressed air system and all associated hoses and plumbing
- All required air tools, ¾ drive and above
- Lighted high pressure vehicle wash rack with fully permitted wash water recovery/recycling
- Hoists for all sizes of equipment serviced
- 10 ton Vehicle support stands
- 5 ton Vehicle support stands
- 10 ton air/hydraulic rolling floor jack
- 20 ton air service jack
- ½ ton air/hydraulic Transmission jack
- 2000# Engine hoist
- 20 ton hydraulic press
- 7249 suspension ball joint service kit
- Heavy duty tire machine
- Computerized tire balancer
- Professional brake service station, including full refinishing capability
- Refrigerant recovery/service machine
- A/C refrigerant analyzer
- Nitrogen A/C system leak test system
- Ultra violet A/C leak detection kit
- Hydra krimp - A/C hose repair kit
- Engine diagnostic scan tool systems for all engines serviced
- Combustible gas detector
- Battery/Charging system analyzer
- Cooling system pressure test kit
- 400 amp battery charger
- Wire/aluminum mig welder
- Gas welding torch set
- Aqueous parts washing tank
- Self contained emergency response service trucks

Administrative/Training/Dispatch Space

Our facility is already providing space for each of these key functions and has more than adequate space to add the personnel required to support this service. We relocated our dispatch center into newly constructed space. This change provided significantly more space for both dispatch and the administrative/clerical offices. We have plenty of space to accommodate this proposed operation.



Fueling

Empire has a corporate account with Arco for the gasoline powered vehicles. Drivers have a fuel card with pin that allows them to fuel vehicles at any Arco facility throughout Southern California.

D. Maintenance Plan

Mission Statement

The Maintenance Department's primary mission is to effectively and efficiently provide safe, clean, reliable, and comfortable vehicles for use by its drivers and the passengers they serve and to do so in accordance with California Highway Patrol Motor Carrier requirements as well as the requirements levied by the Federal Government upon DOT motor carriers. This principles apply to all vehicles operated by Empire regardless CHP regulations.

Graduated Preventive Maintenance Program

The emphasis of Empire's maintenance program is preventive rather than reactive maintenance. A strong preventive maintenance program effectively reduces overall maintenance costs by decreasing the number of road calls and the high cost of unpredictable repairs caused by reactive maintenance. Empire uses a graduated preventive maintenance program (PM) that is based on the manufacturer's recommendations and modified based on our experience and the local conditions we deal with in our individual services. Solid PM practices maximize useful life, are cost efficient over the life of the vehicle, and ensures that our vehicles remain in safe operating condition.

Empire has an aggressive preventive maintenance program that schedules bus inspections based on a variety of categories. A PM schedule is developed for each type or group of vehicles we operate. The PM schedule established is based upon usage and vehicle type. The schedule is progressive. Each successive PM includes a higher level of maintenance inspection activity. Vehicles are inspected based on mileage and time. In addition, each vehicle receives an annual comprehensive inspection.

Our maintenance staff continually reviews our practices to identify potential improvements to the program. This assures optimum benefits from the scheduled inspections. This is especially necessary in the area of understanding brake wear. There can be significant differences between similar vehicles in different model years and it is critical that technicians understand the expected wear cycle so that brakes are serviced based on inspections rather than degraded performance noticed by drivers.



On-time Inspection Variance

The allowable variance with all preventive maintenance inspections is a minus 500 miles to a plus 300 miles. Any inspection completed within this parameter is considered on time. Each sub-fleet has its own specific PM schedule. In the case of the East Los Angeles Dial-A-Ride the schedule is built around the requirements set out in the County Maintenance Program attached at Exhibit L of the Request for Proposals.

Preventive Maintenance Inspections

Driver Daily Vehicle Inspection

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is attached in the Appendix. In order to better comply with Federal DOT requirements, we have organized these forms into a booklet of three part forms which contains the approximately a month of driver inspections. The booklet is attached securely to the vehicle so that it cannot be misplaced.

The driver reviews the prior form, signs at the bottom and then completes the current day's form before placing the vehicle into service. If the driver checks the unsatisfactory box, the vehicle must be examined by the maintenance department before it can be placed into service. At the end of the day the driver is required to initial the post trip inspection box to insure that the federally required post trip inspection is accomplished. The top two copies of the DVIR form for the day are torn out of the book and turned in to dispatch with the driver's daily paperwork.

If there are defects the top copy of the DVIR are forwarded to the maintenance department, the second copy is retained in the office to evidence compliance with inspection requirements. The DVIR is reviewed by the Lead Mechanic on the shift. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service again. In no case will any service defects, with the exception of only non-safety or cosmetic, be allowed to persist past the date of the next regularly scheduled preventive maintenance inspection. The DVIR booklets are changed at the time of the PMI-A inspection. Booklets are retained on file in the maintenance department to evidence compliance with CHP and Federal DOT requirements for pre-trip inspections.

Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day with all refuse removed.



I Inspection

The I inspection that is required in the DPW maintenance program encompasses the same points that are covered by our pre-trip inspection form with the exception of the inspection of the engine accessory drive and the measurement of drive belts. The principal difference is that the I inspection is to be conducted by a qualified and ASE certified technician. To document the I inspection we will have the technician conduct the inspection right on one of the DVIR forms in the DVIR log and adding a notation on the condition of the accessory drive and the drive belts. This methodology will insure that the record of the I inspection will be retained as a permanent part of the record.

J/A Inspection

The J/A Preventive Maintenance Inspection (PMI-J/A) is performed at intervals of 30 calendar days or 3,000 miles, whichever come first, thus meeting or exceeding both the manufacturer's recommendations and the DPW specifications. The inspection is conducted using a form, which is designed specifically for the type of equipment being maintained, in this case a propane powered integrated transit coach. Note that this form includes inspection of all key subsystems, including brake wear, climate control performance, charging system condition and wheelchair lifts as well as all other services required by the manufacturer.

"B" Inspection Service

This a DPW required inspection, conducted at 8 months or 24,000 miles, whichever comes first, that includes a J/A Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

"C" Inspection Service

This a DPW required inspection, conducted at 16 months or 48,000 miles, whichever comes first, that includes a J/A Inspection and a C Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

Additional Service

At every third "C" service, conducted at 48 months or 144,000 miles, whichever comes first, the services specified in the DPW program will be added.

Oil Samples

Oil samples for engines and transmissions are to be taken at 500 miles in advance of the J/A and B services. County staff will be notified seven days in advance of the sampling so that staff can be present if desired.

Brake Inspection

At each inspection the technician provides an estimate of the percentage of depth remaining on the brake shoes. This allows the Maintenance Manager at the facility to schedule the brake service in a way that directly addresses the wear rate on each axle. Normally the Manager is able to schedule the brake inspection at the same time the



vehicle will be down for a PMI-J/A or higher inspection thereby reducing vehicle down time.

In every case the brake drums will be resurfaced after which a measurement will be taken, and recorded on the repair order, using a brake micrometer to insure that the drum will continue to meet minimum wear requirements throughout the wear cycle of the new shoes. Drums and shoes will be replaced with approved OEM quality components. Wheel bearings will be cleaned and inspected before re-assembly. Oil and grease seals will not be reused on re-assembly.

Since wear rates can vary significantly between front and rear axles it is not necessary that brakes on both axles be disassembled at the same time. No single wheel brake repairs will be undertaken. If for some reason one brake on an axle requires repair (due to a leaking seal for example) the other brake on that axle will be renewed as well.

Engine Service

Empire no longer uses a "tune up" service. There is a regular change of spark plugs and wires as required by the DPW program but the rest of the engine maintenance is accomplished using computer diagnostics whenever a "check engine" light is encountered. We ensure that each maintenance facility has updated computer diagnostic software for each type and series of engine that is maintained.

Air Conditioning

Empire does not do seasonal air conditioning "campaigns" as we believe the climate controls need to work year around. AC output is monitored on every J/A inspection and through the DVIR process with a diagnostic process indicated if optimal performance is not evidenced on these inspections. We insure that condenser coils are free of airflow impediments on each and every inspection.

Wheelchair Lifts and Securements

Evidence of inspection and maintenance programs for wheelchair ramps and securement devices is a major item of emphasis for modern transit service. We have incorporated all of the manufacturer's recommended steps into the DVIR and the PMI-A so that checks required by the manufacturer at 10 and 150 cycles are performed as required. Four point tie down and lap/shoulder belt equipment is also inspected at each PMI-A.

Authorize, Direct, and Control Maintenance Activities and Costs

The Maintenance Manager is responsible for developing the PM schedule for the vehicle fleet and ensuring that all PM activities are completed in a timely manner and consistent with the manufacturer's recommendations.

Each day the Maintenance Manager prints and reviews the PM Tracking report to identify which vehicles are due or coming due for Preventive Maintenance. Most regular PM inspections will be accomplished on the second maintenance shift where removal of



the vehicle from service will not detract from operational capability. The Maintenance Manager will also review the vehicle history to determine whether there are any low priority DVIR reports that should be resolved during the inspection.

The work is then assigned to a Preventive Maintenance Technician who performs the PM and completes the appropriate PM inspection form. The technician is provided with complete instructions on how to perform the PM and is required to follow those instructions to completion. In addition to open DVIR Reports the technician will accomplish minor repairs such as light bulbs and the securing of fasteners etc. during the PM process.

Other needed repairs may be identified during the PM inspection. Any out of service items or repairs that could affect the reliability of the vehicle are accomplished before the vehicle is returned to service. Other repairs will also be accomplished before the vehicle is returned to service if parts and maintenance time are available and the vehicle is not required immediately for service. The overall objective is to put the vehicle back in service with no deferred maintenance.

Identify, Track, and Record Maintenance Activities and Costs

Empire uses a system of manual and computerized forms and reports to schedule and perform preventive/preservation maintenance (PM) and repairs to its fleet of vehicles. These documents include:

- Work orders
- Service orders
- Purchase orders
- Parts requests
- PM Tracking report
- PM Inspection forms (these vary based on type of vehicle and level of PM to be performed)

After the Maintenance Manager identifies which vehicles are due for PM, a work order is prepared that describes the work to be done, the account codes to be charged, and instructions as to which level of PM is to be performed. All the PM labor and costs are captured under the PM code on the work order. When there is a PM write-up, a new work order or multiple work orders are then generated listing those repairs. All repair labor and parts are charged to the work orders under the specific coding applicable to the individual repairs. The required parts and supplies are assembled by the Manager or Shift and charged to the work order.

Road Failures

The performance standard for road failures is to have a shop response vehicle en route to the location within five minutes of the report. During this time we will also get the Maintenance Manager or Lead Mechanic on the radio with the driver to insure that any minor problem can be immediately resolved (lift door not closed all the way, tire wedged against the curb so the key won't turn etc.)



If no vehicle is available in the field a supervisor or extra driver will be dispatched with a replacement vehicle while a technician goes to the scene with a fully equipped shop truck. Moving the replacement vehicle to the field with a technician is avoided except when there is absolutely no other choice (late evening shift, etc.)

The Maintenance Manager will prepare a report identifying the cause of the road failure and make an initial judgment as to causation and/or preventability. These reports will be provided to both the training department and general management to assist in developing an appropriate response, whether that be in improved driver training or maintenance procedures.

Warranty Recovery System

Empire operates a warranty recovery program to ensure that cost of parts and repairs on warranty-covered items are recovered.

Failed Components

Parts and components that may have failed prematurely are returned to the Maintenance Manager who researches the original installation date, miles of usage on the failed component, and the vendor it was originally purchased from. If the part or component is covered by a warranty, it is returned to the vendor.

Return to Manufacturer/Vendor

Authorization for warranty return and labor claims, if applicable, are obtained from the manufacturer or vendor. Information is supplied to the vendor on the circumstances of the failure, if known. The item is then returned to the vendor warranty department for repair or replacement. Often vendors will simply allow the parts to be stored at our location until the claim is resolved, at which time they can be discarded. Empire retains copy of the warranty claim form for tracking purposes.

Vehicle Cleaning

DPW has a high standard for vehicle cleaning that requires washing every other day and daily whenever the vehicle is operating in rainy conditions. We have full crew of service workers that will enable us to comply with this requirement in either circumstance.

E. ADA Compliance

A vehicle with an inoperative lift and air conditioning problems needs to be removed from service immediately. We will in all cases be able to replace a vehicle with these problems within 30 minutes. We have conducted deadheading studies from our Bellflower facility to different points within the service and we were able to confirm that the time requirement can be met. If any lift passengers are stranded by an inoperative lift we will commit to serving those passengers within 30 minutes of the service failure. In addition, the Road Supervisor will be assigned a 8 passenger plus 2 wheelchair van which will allow us to immediately dispatch him should the driver from base be longer that the stated time limits due to heavy traffic conditions.



F. CHP Inspections

Attached on the following pages are Empire's last three CHP inspections, which were all marked "Satisfactory". The most recent was done in May 2012.

F. Transit Security Plan

A full copy of Empire's Transit Security Plan can be found in the Appendix. The plan was developed based on the information provided by the FTA. If the department feels that some parts do not meet the requirements, the modifications needed will be made.

STAFFING PLAN CONTRACT #													
COMPANY NAME: Empire Transportation, Inc.		COMPANY ADDRESS:		PROJECT: EAST LOS ANGELES		DEPARTMENT NAME: La County		TODAY'S DATE:		ROVER		TITLE	
FACILITY OR LOCATION	EMPLOYEE	WORK SCHEDULE	FULL TIME / PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THU HRS	FRI HRS	SAT HRS	SUN HRS	TOTAL HOURS
TERMINATION DATE	HIRE DATE												
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Tu & Fri 7:30-16:30 Sat 7:30-15:30 Sun 8:30-13:30	FULL TIME			Lunch 12:00 Breaks @ 10:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 15:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 13:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	30.00 Hrs
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 7:00-16:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 7:00-16:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Tu & Thu-Fri 7:30-16:30 16:30 Sat 7:30-16:30	FULL TIME			Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 8:00-17:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 9am-18:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 12:00 Breaks @ 11:00 & 16:00 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 9:00-18:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	Lunch 12:00 Breaks @ 12:00 & 16:30 8.00 Hrs	40.00 Hrs.
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon & Tu 7:00-17:00 Wed-Fri 8:00-18:00 Fri 11:00-18:00	FULL TIME			Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 14:45 8.00 Hrs	40.00 Hrs
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 6:00-13:00 8.00 Hrs.	FULL TIME			Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 13:00 8.00 Hrs	40.00 Hrs
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Tu O/T Wed-Fri 9:00-18:00 Sat 7:00-17:00 Sun 8:00-16:00	FULL TIME			Lunch 13:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 13:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 13:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 13:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 13:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Tu 9:00-18:00 Fri 7:30-16:00 Sat 7:00-17:00 Sun 8:00-16:00	FULL TIME			Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs
Bellflower	Name: _____ Telephone # _____ Home address _____ Security # _____	Mon-Fri 7:00-16:00 8.00 Hrs.	FULL TIME			Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 15:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 8.00 Hrs	40.00 Hrs.

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED N/A
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) N/A	LOCATION CODE 550	SUBAREA S44	

TERMINAL NAME Fire Transportation, Inc.	TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676
--	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8800 Park St, Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

8800 Park St, Bellflower, CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

N/A

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 100 II- 12	DRIVERS 132	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A
---	--

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre Ext #114	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman Ext #126	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2011]

A <input type="checkbox"/> UNDER 15,000	B <input type="checkbox"/> 15,001 — 50,000	C <input type="checkbox"/> 50,001 — 100,000	D <input checked="" type="checkbox"/> 100,001 — 500,000	E <input type="checkbox"/> 500,001 — 1,000,000	F <input type="checkbox"/> 1,000,001 — 2,000,000	G <input type="checkbox"/> 2,000,001 — 5,000,000	H <input type="checkbox"/> 5,000,001 — 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
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OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T 21507	<input type="checkbox"/> TCP N/A <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT	US DOT NUMBER N/A	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX	REASON FOR INSPECTION ANNUAL BUS TERMINAL INSPECTION

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REMARKS	VIOL	HAZARDOUS MATERIALS	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. N/A Time N/A	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		VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A	No. 24 Time	No. 20 Time	No. 24 Time	TIME N/A TOTAL TIME
BRAKES		REMARKS See attached CHP343-1 & CHP407F/343A-Aspen for more information. 13CCR 1233(a)(1) Carrier is in compliance at this time, the terminal is rated: "SATISFACTORY".				
LAMPS & SIGNALS	1					
CONNECTING DEVICES						
STEERING & SUSPENSION	7					
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	13					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> NON - BIT	FEE DUE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL.	INSPECTION DATE(S) 5/23-25/2012	TIME IN	TIME OUT
--	--	-------------------------------------	---------------	------------------------------------	---------	----------

INSPECTED BY (NAME(S)) C.A. Morlet/MCS-I	ID NUMBER(S) A13135	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None
---	------------------------	---

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 5/25/2012
CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

DATE	05/25/12	THIS IS A CONTINUATION OF CHP 343
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CARRIER NAME	Empire Transportation, Inc.	CA NUMBER 326916
ADDRESS	8800 Park St, Bellflower, CA 90706	FC NUMBER 245940

REMARKS

MAINTENANCE RECORDS:

Note: All records are current, maintained and on file as required.

DRIVER RECORDS

Note: All records are current, maintained and on file as required.

INFORMATION:

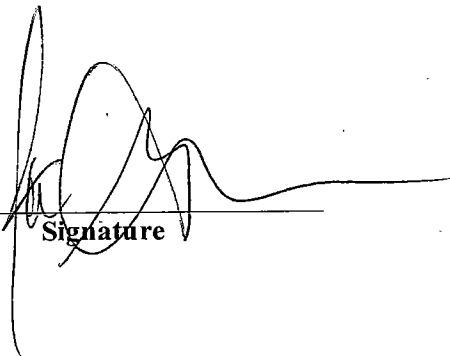
13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

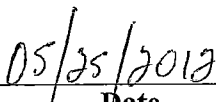
**California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001**

NOTES:

1. This is Carriers Annual (Tour) Bus Terminal Inspection for the PUC/CHP. Carrier is in compliance at this time, Terminal is rated: "SATISFACTORY".
2. The following items were issued to the Carrier:
 1. Motor Carrier of Property Permit Information. (CHP 800E)
 2. Motor Carrier Permit Application. (MC706)
3. For more information and sample forms, go to the California CHP website (chp.ca.gov). Follow link to Commercial Publications and Forms.
4. Carrier is advised that if future assistance is needed, carrier may contact MCS-I Morlet at (323) 644-9430 ext. 684.



Signature



Date

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages ___ of ___

CARRIER NAME Empire Transportation, Inc.	CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
ADDRESS, CITY, STATE, ZIP CODE 8800 Park St, Bellflower, CA 90706	PHONE NUMBER (562) 529-2676	DATE 05/25/12	
CARRIER REPRESENTATIVE Jose Guzman	TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER N/A	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

34520(a) VC Carrier fully complies with the controlled substances and alcohol testing program as set forth in Title 49 CFR, Part 382. Carrier records indicate that the controlled substances and alcohol testing requirements are being met.

Note: Carriers Controlled Substance and Alcohol testing program/consortium is managed by:

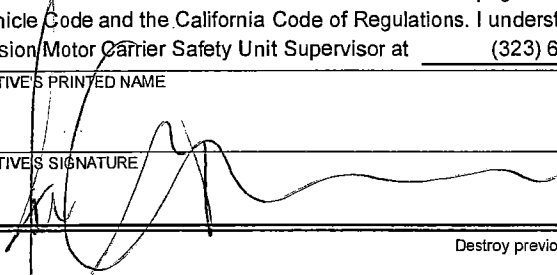
- 1) From: 1/01/2011 – 5/31/2011
California Drug Testing Association (CDTA)
1011 Camino Del Rio, Suite 200
San Diego, CA 92108
Ph# (619) 209-2102
- 2) From: 5/01/2011 – 12/31/2011
Gamino & Associates
Drug & Alcohol Testing Association
525 W. Bradley Ave.
El Cajon, CA 92020
Ph# (619) 334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>UR</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 40	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE: <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) C.A. Morlet/MCS-I	ID NUMBER A13135	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus			

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the _____ Southern Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/25/12

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000695
Inspection Date: 05/23/2012
Start: 7:30:00 AM PT End: 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2004 CA 8J23396 215 1FDXE45P64HA86155 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR /008 1 N N Power steering gearbox leaking fluid.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 216966; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000696
Inspection Date: 05/23/2012
Start: 8:00:00 AM PT End: 8:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1999 CA 6B35508 99 1FBSS31S9XHBB0878 9,300

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR S 1 N N N TCP# (21507) not displayed on front & rear bumpers, as required.

Plat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 314433; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000697
Inspection Date: 05/23/2012
Start: 8:30:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5M96001, 90, 1FDLE40S5VHA46774, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR. Row 2: 2, N/A, N/A, HYDR.

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(d) CCR, S, 1, N, N, N, Bus is not clean and free of litter.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 317666; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000698
Inspection Date: 05/23/2012
Start: 9:30:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1999 CA 6B34438 100 1FBSS31S5XHB51338 9,300

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 1232(a) CCR S 1 N N N TCP# (21507) not displayed on front & rear bumpers, as required. 1232(a) CCR S 1 N N N Vehicle maintenance, steering drag link ball joint dust boot torn.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 319220; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000698

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000699
Inspection Date: 05/23/2012
Start: 10:00:00 AM PT End: 10:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1997 CA 7W62256 161 1FDWE30F0WHA10163 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows for 1232(c) CCR, (a) CCR, and 252(a) VC.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 215405; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000700
Inspection Date: 05/23/2012
Start: 10:30:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1997 CA 5R25958 201 1FDLE40S2VHB28431 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Values: Axle # 1 2, Right N/A N/A, Left N/A N/A, Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR S 1 N N N Transmission leaking fluid at output seal area.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 99116; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000700

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000701
Inspection Date: 05/23/2012
Start: 11:00:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2010 CA 75235B1 265 1FDFE4FS4BDA46238 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 32389; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000702
Inspection Date: 05/23/2012
Start: 11:30:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 75749B1, 264, 1FDFE4FS2BDA46237, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Additional Information:

Odometer: 23395; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000702

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000703
Inspection Date: 05/23/2012
Start: 12:00:00 PM PT End: 12:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2000 CA 6N62829 130 1FDXE45S31HA42520 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2.

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows for 1232(a), 1232(b), and 1238(b).

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 240923; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
Note: * Owner Responsibility.

Report Prepared By: C. MORLET
Badge #: A13135
Copy Received By:



X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000704
Inspection Date: 05/23/2012
Start: 12:30:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1999 CA 4H04881 187 1FDXE45S2YHA60582 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR S 1 N N N Vehicle maintenance, battery mount loose.

Plat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 204797; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000704

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000705
Inspection Date: 05/23/2012
Start: 1:00:00 PM PT End: 1:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E25100, 114, 1FBSS31L2YHA24993, 9,100.

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

I Plat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 323714; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000705

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000706
Inspection Date: 05/23/2012
Start: 1:30:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2001 CA 6P83397 163 1FDXE45S71HB06008 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR. Row 2: 2, N/A, N/A, HYDR.

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR S 1 N N N Transmission leaking fluid at output seal area. Row 2: 2(a) CCR /008 1 N N N Power steering gearbox leaking fluid.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 252987; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000707
Inspection Date: 05/24/2012
Start: 7:30:00 AM PT End: 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 76750B1, 266, 1FD FE4FS6BDA46239, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 15175; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000707

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000708
Inspection Date: 05/24/2012
Start: 8:00:00 AM PT End: 8:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2007, CA, 8V75558, 250, 1GBE5V1G98F406176, 19,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows for 1232(a) CCR /008 and (a) CCR S.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 97962; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000709
Inspection Date: 05/24/2012
Start: 8:30:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2001 CA 6P83398 162 1FDXE45S91HBO6009 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR /003 1 N N N Power steering gearbox leaking fluid.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 247492; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000709

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000710
Inspection Date: 05/24/2012
Start: 9:00:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2002	CA	8L53842	164	1FDXE45S61HB00068	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank**:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 243823; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000710

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000711
Inspection Date: 05/24/2012
Start: 9:30:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 8P49494, 172, 1FDXE40S0XHA40496, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Other Information:

Odometer: 214515; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000712
Inspection Date: 05/24/2012
Start: 10:00:00 AM PT End: 10:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA
Phone#: (562)529-2726
Fax#:
MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 8Z58596, 262, 1FDE4FS9BDA465235, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Some Information:

Odometer: 16445; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000712

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000713
Inspection Date: 05/24/2012
Start: 10:30:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2726
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E23925, 115, 1FBSS31L5XHC33014, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 235097; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000713

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000714
Inspection Date: 05/24/2012
Start: 11:00:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2726
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5M96255, 91, 1FDLE40S0VHB72749, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Some Information:

Odometer: 325496; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000715
Inspection Date: 05/24/2012
Start: 11:30:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2726
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6N62827, 128, 1FDXE45S71HA42519, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, Vehicle maintenance, steering stabilizer shock leaking fluid.

I flat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 223502; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000716
Inspection Date: 05/24/2012
Start: 12:00:00 PM PT End: 12:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2726
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6T20869, 129, 1FDXE45S51HA42521, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2, and Chamber types (HYDR).

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Additional Information:

Odometer: 211476; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



X

X

CA CA2TKO000716

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000717
Inspection Date: 05/24/2012
Start: 12:30:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, 8U70715, 222, 1FDWE45F83HA67849, 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 212331; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000717

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000718
Inspection Date: 05/24/2012
Start: 1:00:00 PM PT End: 1:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 72628B1, 259, 1FDFE4FS7BDA43091, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 16459; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET
Badge #: A13135
Copy Received By:
X



**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED N/A
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) N/A	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME Aguirre Transportation, Inc.	TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676
---	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 Park St, Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)
N/A

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
N/A

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 136 II- 14	DRIVERS 156	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre (Ext #114)	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman (Ext #126)	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2010]

A <input type="checkbox"/> UNDER 15,000	B <input checked="" type="checkbox"/> 15,001— 50,000	C <input type="checkbox"/> 50,001— 100,000	D <input type="checkbox"/> 100,001— 500,000	E <input type="checkbox"/> 500,001— 1,000,000	F <input type="checkbox"/> 1,000,001— 2,000,000	G <input type="checkbox"/> 2,000,001— 5,000,000	H <input type="checkbox"/> 5,000,001— 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	---	---	--	--	--	--	---	--

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> TCP 21507 <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT N/A	US DOT NUMBER N/A	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX	REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION

INSPECTION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	HAZARDOUS MATERIALS	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE
MAINTENANCE PROGRAM	1	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
DRIVER RECORDS	1	No. 24 Time	No. 24 Time	No. 24 Time
DRIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	No. N/A Time N/A	Vehicles N/A Units N/A
BRAKES		REMARKS		
LAMPS & SIGNALS	1	See attached CHP343-1 & CHP407F/343A-ASPEN (Vehicle Inspections) for additional information.		
CONNECTING DEVICES		13CCR 1233(a)(1) Carrier is in compliance at this time, Terminal is rated : "SATISFACTORY".		
STEERING & SUSPENSION				
TIRES & WHEELS				
EQUIPMENT REQUIREMENTS	12			
CONTAINERS & TANKS				
HAZARDOUS MATERIALS				

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON - BIT <input checked="" type="checkbox"/>	FEEES DUE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 5/24-26/2011	TIME IN SEE	TIME OUT 100D
INSPECTED BY (NAME(S)) C.A. Morlet/J. McAllister/MCS-I				ID NUMBER(S) A13135/A9762	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 5/26/2011
CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

DATE	05/26/11	THIS IS A CONTINUATION OF
		CHP 343

CARRIER NAME	Empire Transportation, Inc.	CA NUMBER	326916
ADDRESS	8800 Park St, Bellflower, CA 90706	FC NUMBER	245940

REMARKS

MAINTENANCE RECORDS

13 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Note: On several occasions over the last 3 months, Carrier has not ensured or had attested by their authorized agent (Mechanics), any of the defects documented by the drivers on their Drivers Vehicle Inspection Report's (DVIR's), as required.

DRIVERS RECORDS

1808.1(a) VC Carrier did not obtain drivers' current public record prior to employing.

Note: Carriers drivers' public record not current or within 30 days.

INFORMATION:

13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

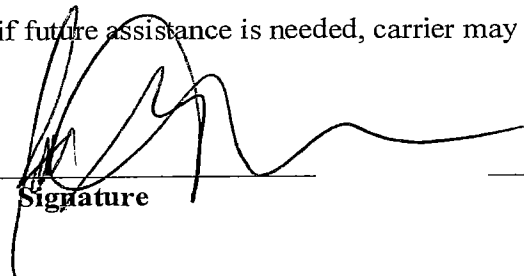
**California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001**

NOTES:

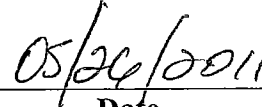
1) The following items were issued to the Carrier:

- 1. Terminal Manager's Compliance Checklist. (CHP 800D)
- 2. Motor Carrier of Property Permit Information. (CHP 800E)

3) Carrier is advised that if future assistance is needed, carrier may contact MCS-1 Morlet @ (323) 644-9430 (ext. 684).



Signature



Date

CARRIER NAME Empire Transportation, Inc.		CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park St, Bellflower, CA 90706		PHONE NUMBER (562) 529-2676	DATE 05/26/11	
CARRIER REPRESENTATIVE Jose Guzman		TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)		U.S. DOT NUMBER N/A	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

34520(a) VC Carrier fully complies with the controlled substances and alcohol testing program as set forth in Title 49 CFR, Part 382. Carrier records indicate that the controlled substances and alcohol testing requirements are being met.

Note: Carriers Controlled Substance and Alcohol testing program/consortium is managed by:

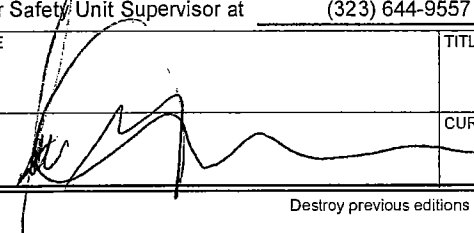
CDTA
 California Drug Testing Association
 1011 Camino Del Rio, Suite 200
 San Diego, CA 92108
 Ph# (619) 209-2102

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 24	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) C.A. Morlet/MCS-I			ID NUMBER A13135	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the _____ Southern Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/26/11

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000231
Inspection Date: 05/25/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 8P49494, 172, 1FDXE40S0XHA40496, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, Front vehicle license plate missing.

I fat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 200655; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



X _____

X _____

CA CA2TKO000231

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000232
Inspection Date: 05/25/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 7W62256, 161, 1FDWE30F0WHA10163, 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Special Information:

Odometer: 205429; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000235
Inspection Date: 05/25/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, AT56496, 174, 1FDWE45F73HB65450, 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR. Row 2: 2, N/A, N/A, HYDR.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Scale Information:

Odometer: 197247; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000236
Inspection Date: 05/25/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 5V67005, 134, 1FDXE40S1XHA08897, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2; Right, Left, Chamber. Values: N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1268(f)(4) CCR, S, 1, N, N, N, Emergency door sign required, missing.

Mat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 232207; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000239
Inspection Date: 05/25/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE
Shipper:
Bill of Lading:
Cargo:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6U57528, 144, 1FDLE40F2VHA96616, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 414781; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: J.MCALLISTER
Badge #: A9762
Copy Received By:
X



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000241
Inspection Date: 05/25/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6B35508, 99, 1FBSS31S9XHB30878, 9,500

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 291169; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000241

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000233
Inspection Date: 05/25/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5R25958, 201, 1FDLE40S2VHB28431, 14,050

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, Wheel chair securement hanger not properly stowed.

H. Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 89186; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000234
Inspection Date: 05/25/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, 8U70715, 222, 1FDWE45F83HA67849, 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 203115; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000234

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000237
Inspection Date: 05/25/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5M96255, 91, 1FDLE40S0VHB72749, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Special Information:

Odometer: 318806; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000238
Inspection Date: 05/25/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6E15820	103	1FBSS31S8HXC17896	9,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Source Information:

Odometer: 93000; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000238

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000242
Inspection Date: 05/25/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 7E79746, 160, 1FDWE30F2WHA10164, 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Special Information:

Odometer: 187423; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000243
Inspection Date: 05/25/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6N62829, 130, 1FDXE45S31HA42520, 228,377

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 228377; File Code Number: 245940; Fuel Type: 1; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000219
Inspection Date: 05/24/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1999 CA 6E24755 116 1FBSS3112XHC33018 9,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 24252(a) VC, 1002(a) CCR

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:
Odometer: 282610; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
Note: * Owner Responsibility.

Report Prepared By: C. MORLET
Badge #: A13135
Copy Received By:
X _____



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000220
Inspection Date: 05/24/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E23900, 112, 1FBSS31L8XHC33010, 9,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1 2; Right N/A N/A; Left N/A N/A; Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

Plat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 260936; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000220

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000225
Inspection Date: 05/24/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2004, CA, 8J23396, 215, 1FDXE45B64HA86155, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2, Right/Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, Wheelchair not properly secured.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 200447; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: SS44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
Note: * Owner Responsibility.

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000226
Inspection Date: 05/24/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2004, CA, 8J23393, 220, 1FDXE45P64HA69887, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 205767; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



CA CA2TKO000226

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000229
Inspection Date: 05/24/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2006, CA, 8J81451, 204, 1FDXE45P66HA69231, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR, HYDR)

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 160027; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000230
Inspection Date: 05/24/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2006	CA	8M59084	205	1FDXE4SP46HA69230	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) CCR	S	1	N		N	N	Bolts securing right front mirror assembly loose.

HM Mat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 140405; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000230

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000221
Inspection Date: 05/24/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6P83397, 163, 1FDXE45S71HB06008, 14,050

BRAKE ADJUSTMENTS

Axle # 1 2
Right N/A N/A
Left N/A N/A
Chamber HYDR HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(d) CCR, S, 1, N, N, N, Bus is not clean and free of litter.

H. Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 238904; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000221

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000222
Inspection Date: 05/24/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6P83398, 162, 1FDXE45S91HB06009, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Values: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(d) CCR, S, 1, N, N, N, Bus is not clean and free of litter.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 238592; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: J.MCALLISTER

Badge #: A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000222

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000223
Inspection Date: 05/24/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6N62826, 131, 1FDXE45S31HA42519

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Values: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(a) CCR, S, 1, N, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 193026; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: J.MCALLISTER

Badge #: A9762

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000224
Inspection Date: 05/24/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6H04881, 187, 1FDXE45S2XHA60582

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 185360; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:



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X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000227
Inspection Date: 05/24/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 8L53842, 164, 1FDXE45S61HB00068, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 245940; File Code Number: 234064; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000227

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X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000228
Inspection Date: 05/24/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 2002 CA 8X07663 242 1FDWE45F22HA69787 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows for 1232(a) CCR and 1(a) CCR.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 298145; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: J.MCALLISTER

Badge #: A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000228

X _____

X _____

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19
CARRIER TYPE Bus	CODE T	OTHER PROGRAM	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME Fire Transportation, Inc	TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676
--	--

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8800 Park Street, Bellflower, CA 90701

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

LICENSE AND FLEET INFORMATION

HM LIC. NO. N/A	HWT REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 96 II- 22	DRIVERS 170
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2767 Ext 114	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman	DAY TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676 Ext 126	NIGHT TELEPHONE NUMBER (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2009]

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 50,000	<input checked="" type="checkbox"/> C 50,001 100,000	<input type="checkbox"/> D 100,001 500,000	<input type="checkbox"/> E 500,001 1,000,000	<input type="checkbox"/> F 1,000,001 2,000,000	<input type="checkbox"/> G 2,000,001 5,000,000	<input type="checkbox"/> H 5,000,001 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	--	--	--	--	--	--	---	---

OPERATING AUTHORITIES

PUC T- 21507	T- N/A	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	N/A	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	N/A	US DOT N/A
ICC <input type="checkbox"/> MC <input type="checkbox"/> MX	N/A	<input type="checkbox"/> MC <input type="checkbox"/> MX	N/A	<input checked="" type="checkbox"/> MCP <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	REASON FOR INSPECTION Annual Tour Bus Inspection	

INSPECTION FINDINGS

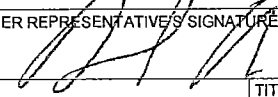
INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable

REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	4	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4	1 S 2 S 3 S 4 S	1 N 2 N 3 A 4	1 S 2 S 3 S 4 S
DRIVER RECORDS	2	No. 20 Time	No. 24 Time	No. 20 Time	Time N/A	Time In Time Out
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No HM Transported <input type="checkbox"/> No HM Violations Noted	CONTAINERS/TANKS No. N/A Time	VEHICLES PLACED OUT OF SERVICE Vehicles 1 Units	N/A	
BRAKES		REMARKS See attached CHP 343-1 & CHP 343A. 13 CCR 1233(a)(1) Carrier is compliance at this time, Terminal is rated "SATISFACTORY".				
LAMPS & SIGNALS	3					
CONNECTING DEVICES						
STEERING & SUSPENSION	3					
TIRES & WHEELS	1					
EQUIPMENT REQUIREMENTS	10					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input checked="" type="checkbox"/>	FEE DUE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL <input type="checkbox"/>	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 8800 Park Street, Bellflower, CA 90701
INSPECTED BY (NAME) C.A. Morlet/J. McAllister	ID NUMBER A13135/A9762	INSPECTION DATE(S) 5/18-21/2010	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

NT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE X 	DATE 05/21/10
CARRIER REPRESENTATIVE'S PRINTED NAME Dominick Sanangelo	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

CONTINUATION
CHP 343-1 (REV 10-97) OPI 062

CARRIER NAME		DATE	THIS IS A CONTINUATION OF
Empire Transportation, Inc		05/21/10	CHP 343
ADDRESS		CA NUMBER	FC NUMBER
8800 Park Street, Bellflower, CA 90701		326916	245940

REMARKS

MAINTENANCE RECORDS

13 CCR 1230(a) The below listed vehicle was placed "Out-of-Service" during this terminal inspection. This vehicle may be returned to highway service only after the proper repair of the "Out-of-Service" condition(s).

<u>VEHICLE TYPE</u>	<u>LICENSE #</u>	<u>UNIT #</u>	<u>REASON</u>
1. Bus, Freightliner		# 16 3	Defective Steering.

13 CCR 1232(a) Carrier's Preventive Maintenance Program is not adequate to ensure vehicles are kept in a safe and proper operating condition. 1 of 20 vehicles inspected were placed "OUT OF SERVICE" for unsafe conditions present. Vehicle condition indicates that a frequent and thorough systematic inspection is necessary.

13 CCR 1234(f)(5) Carrier's inspection and maintenance records do not include the signature of the person performing the inspection. Maintenance records shall include the signature of the person who performed the inspection.

Note: On various occasions over the last year, the person (Mechanic) performing the Bus 45 day inspection failed to sign the inspection record.

13 CCR 1215(f) Carrier does not attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Note: No authorized agent signs the "Drivers Daily Vehicle Condition Reports", certifying that all necessary repairs are completed, as required.

DRIVER RECORDS

1808.1(a) VC Carrier did not sign and date drivers' public record.

Note: Carrier did not sign and date (2 of 2) drivers public (DMV) records.

13 CCR 1213(a)(1) Driver(s) do not maintain the required record of duty status (log). Each driver shall maintain a record of his/her duty status. 1212(e) Exception – 1) Bus drivers who have at least eight consecutive hours off duty between each (separate) 12 hours on duty and operate within a 100-air mile radius of their normal work reporting location, are exempt from the duty status record (log) requirements provided the carrier maintains accurate and true records indicating: 1) The driver's (Starting) time for reporting on duty, 2) The driver's (Ending) time for reporting off duty each day, 3) The driver's total number of hours on duty for each day, and 4) The driver's total time for the preceding seven days (first time or intermittent drivers) and these records are retained for six months.

Note: The following violations were noted:

1. Driver W. Sierra did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 4/13/2010, on duty time was 12.75 hours.
2. Driver D. Pratt did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/01/2010, on duty time was 12.30 hours.
3. Driver T. Winston did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/04/2010, on duty time was 13.00 hours.
4. Driver T. Winston did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/08/2010, on duty time was 13.00 hours.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**CONTINUATION**

CHP 343-1 (REV 10-97) OPI 062

CARRIER NAME

DATE	05/21/10	THIS IS A CONTINUATION OF
		CHP 343
CARRIER NAME	Empire Transportation, Inc	CA NUMBER
		326916
ADDRESS	8800 Park Street, Bellflower, CA 90701	FC NUMBER
		245940

REMARKS

INFORMATION

13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.

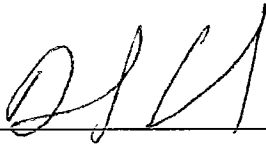
Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001

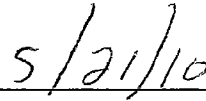
ADDITIONAL NOTES:

- 1) Carrier/Terminal Inspection request for PUC.
- 2) Maintenance & Driver Records on file. Terminal is rated SATISFACTORY at this time.
- 2) Carrier is advised that if future assistance is needed, carrier may contact MCS-I Morlet @ (323) 644-9430 ext. 684.

Sign



Dated



CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/19/2010

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

Bus #1	MAKE Ford	MFG10-99 EQUIPMENT NUMBER 115	LICENSE NUMBER 6E23925/CA	VIN 1FBSS31R5XHC33014	ODOMETER 184,746	TYPE FUEL G
Bus #2	MAKE Ford	MFG 3-99 Last Certification 100	Area 6B34438/CA	VIN 1FBSS31S5XHB51338	ODOMETER 270,237	TYPE FUEL G
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type II	SERIAL NUMBER/UNIT NUMBER B #1 14 PAX	CT NUMBER B #1 14 PAX	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	ODOMETER	
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1

13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)

CVSA #12498239

BUS #1

No violations noted.

CVSA #12498241

Bus #3	MAKE Freightliner	MFG 3/03 EQUIPMENT NUMBER 16	LICENSE NUMBER 6X03929/CA	VIN 4UZAACB392CK29221	ODOMETER 294,142	TYPE FUEL CNG
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type 1	SERIAL NUMBER/UNIT NUMBER B #3 34 PAX	CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	ODOMETER	
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3

No violations noted.

CVSA #12498238

INSPECTED BY

J. McAllister

I.D. NUMBER

A9762

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/18/2010

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

MAKE	MFG 1-99	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	Ford	116	6E24755/CA	1FBSS31L2XHC33018	233,820	G
MAKE	MFG 9-99	Last Certification	Area	VIN	ODOMETER	TYPE FUEL
Bus #2	Ford	114	6E25100/CA	1FBSS31L27HA24993	256,011	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type II	B #1 14 PAX	B #2 14 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1**No defects noted.****CVSA #1249232****BUS #2****13 CCR 1232(a) Coolant is leaking from bottom of radiator tank. (Corrected)****CVSA #12498234**

MAKE	MFG 9-99	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #3	Ford	111	6E29312/CA	1FBSS31L8YHA24996	227,654	G
MAKE	MFG 2-96	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #4	Ford	82	6P83842/CA	1FB7S3159VHA11351	319,358	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type II	B #3 14 PAX	B #4 14 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3**No violations noted.****CVSA #12498236****BUS #4****13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)****CVSA # 12498237**

INSPECTED BY

J. McAllister

I.D. NUMBER

A9762

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/19/2010

Bus #1	MAKE	MFG 4-06	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	Ford		238	8W82662/CA	1FBSS31L76DB09896	97,833	G
Bus #2	MAKE	MFG 4-01	Last Certification	Area	VIN	ODOMETER	TYPE FUEL
Bus #2	Ford		179	7P71932/CA	1FDWE35FX1HB62095	257,166	D
TANK/CONTAINER MAKE	SPEC./TYPE		SERIAL NUMBER/UNIT NUMBER	CT NUMBER		VRS	
Conventional	Type II		B #1 10 PAX	B #2 12 PAX/2 WC		<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	
CERTIFICATE TYPE	CERTIFICATE NUMBER		DATE ISSUED	REINSPECTION DATE		ODOMETER	

Remarks

BUS #1**No violations noted.****CVSA #12450913****BUS #2****24252(a) VC Required lamp(s) inoperative: Left rear turn signal out. (Corrected)****13 CCR 1232(c) Excessive oil and grease accumulated at bell housing on vehicle.****13 CCR 1232(d) Bus is not clean and free of litter. Wheel chair straps not secured.****CVSA #12450914**

Bus #3	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL	
Bus #3	GMC	233	8S86044/CA	1GBE5V1G79F400376	47,864	Pro	
TANK/CONTAINER MAKE	SPEC./TYPE		SERIAL NUMBER/UNIT NUMBER	CT NUMBER		VRS	
Conventional	Type I		B #3 24 PAX/1 WC			<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	
CERTIFICATE TYPE	CERTIFICATE NUMBER		DATE ISSUED	REINSPECTION DATE		ODOMETER	

Remarks

BUS #3**13 CCR 1261(g) Rear exhaust (tail) pipe has a large hole in it. (Corrected)****CVSA #12450915**

INSPECTED BY

C.A. Morlet

I.D. NUMBER

A13135

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE
5/18/2010

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

MAKE	MFG 8-08	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	GMC	234	8S86043/CA	1GBE5V1G29F400382	48,039	P
MAKE	MFG 7-01	Last Certification	Area	VIN	ODOMETER	TYPE FUEL
Bus #2	Ford	91	5M96255/CA	1FDLE40SOVHB72749	282,347	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type I	B #1 24 PAX/2 WC	B #2 25 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1

13 CCR 1232(a) Sub floor mounting bracket above axle #2 has 2 of 4 fasteners loose as marked. (Corrected)

CVSA #12450908

BUS #2

13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)

CVSA #12450911

MAKE	MFG 4-97	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #3	Ford	201	5R25958/CA	1FDLE40S2VHB28431	78,072	G
MAKE	MFG 11-08	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type I	B #3 19 PAX/1 WC		<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3

24252(a) VC Required lamp(s) inoperative: Brake light out. (Corrected)

CVSA #12450912

INSPECTED BY

C.A. Morlet

I.D. NUMBER

A13135

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/18/2010

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

MAKE	MFG	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	GMC	181	8R03006/CA	1GBJ5V1G787406403	181,151	CNG
Bus #2	Ford	198	8X79074/CA	1FDWE35L63HA97724	294,142	CNG
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type I	B #1 34 PAX	B #2 34 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1**13 CCR 1232(a) Power steering gear box is leaking. (Corrected)****13 CCR 1087(a) Axle #2 (left) outer dual tire(s) has bulge in side wall. (Corrected)**

CVSA #12498235

BUS #2

No violations noted.

CVSA #12498240

MAKE	MFG	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #3	Freightliner	169	6X03933/CA	4UZAACB362CK29225	181,151	CNG
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS		
Conventional	Type I	B #3 34 PAX		<input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

* OUT OF SERVICE *

BUS #3***13CCR 1232(a) Steering pitman arm mounting bolt is loose. (Corrected)****13 CCR 1232(a) Steering column sector shaft is leaking fluid. (Corrected)****24252(a) VC Required lamp(s) inoperative: 2 of 4 front clearance lamps are out. (Corrected)**

CVSA #12498233

INSPECTED BY

J. McAllister

I.D. NUMBER

A9762

Use previous editions until depleted

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/18/2010

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT

MOTOR CARRIER SAFETY OPERATIONS

CHP 343A (Rev 4-91) OPI 062

Bus #1	MAKE Ford	MFG 8-99 EQUIPMENT NUMBER 98	LICENSE NUMBER 6B17827/CA	VIN 1FBSS31S3XHB24607	ODOMETER 284,441	TYPE FUEL G
Bus #2	MAKE Ford	MFG 3-99 Last Certification 99	Area 6B35508/CA	VIN 1FBSS31S9XHB30878	ODOMETER 265,649	TYPE FUEL G
TANK/CONTAINER MAKE Conventional		SPEC./TYPE Type II	SERIAL NUMBER/UNIT NUMBER B #1 14 PAX	CT NUMBER B #2 14 PAX	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1**No violations noted.****CVSA #12450910****BUS #2****No violations noted.****CVSA #12450906**

Bus #3	MAKE Ford	MFG 7-96 EQUIPMENT NUMBER 79	LICENSE NUMBER 5L56167/CA	VIN 1FDKE3DL6VHA61461	ODOMETER 263,516	TYPE FUEL G
Bus #4	MAKE Ford	MFG 9-99 EQUIPMENT NUMBER 103	LICENSE NUMBER 6E15820/CA	VIN 1FBSS31S8XHC17896	ODOMETER 229,136	TYPE FUEL G
TANK/CONTAINER MAKE Conventional		SPEC./TYPE Type II	SERIAL NUMBER/UNIT NUMBER B #3 14 PAX/2 WC	CT NUMBER B #4 14 PAX	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3**13 CCR 1269.1(a)(3) Wheelchair lift not padded. (Corrected)****CVSA #12430907****BUS #4****13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)****CVSA #12450909**

INSPECTED BY

C.A. Morlet

I.D. NUMBER

A13135

Use previous editions until depleted

C343A 10-99.XLS

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062.

This report contains CONFIDENTIAL pages.

Pages ____ of ____

CARRIER NAME Empire Transportation, Inc	CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park Street, Bellflower, CA 90701	PHONE NUMBER (562) 529-2676	DATE 05/20/10	
CARRIER REPRESENTATIVE Dominick Sanangelo	TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER	MC NUMBER	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
 OTHER: _____

REMARKS

34520 VC Carrier is in compliance with the Controlled Substances and Alcohol Testing program as set forth in 49 CFR, Part 382. Carrier's Controlled Substance and Alcohol testing program/consortium is managed by:

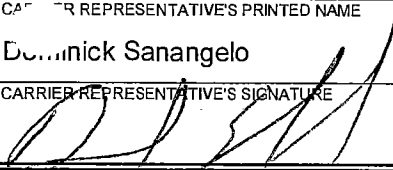
- | | |
|--|--|
| <p>1) AWSI
Advanced Workplace Strategies, Inc.
Drug and Alcohol Program & Testing
17821 E. 17TH Street, Suite 260
Tustin, CA 92780
Ph# (714) 731-3084
(1/01/2010 – 3/31/2010)</p> | <p>2) CDTA
California Drug Testing Association
Drug and Alcohol Program & Testing
1011 Camino Del Rio South, Suite 200
San Diego, CA 92108
Ph# (619) 209-2102
(04/01/2010 - Current)</p> |
|--|--|

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 24	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) C.A. Morlet	ID NUMBER A13135	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus			

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Southern _____ Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Dominick Sanangelo	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/20/10

IV. Quality Assurance

Empire's philosophy is to view our company as an extension of our client's standards in quality of service. When we are awarded a contract we approach it as if we had become another of their departments. We place a big emphasis in learning and understanding the core of our customer base in order to deliver the best service possible. We have internal and external procedures in place that provide a check and balance system throughout the organization. The areas that we concentrate on are as follows:

1) Driver Selection, Training and Monitoring:

A detailed description of the hiring criteria and training program is described in the attached work plan. Monitoring of drivers is done in several tiers:

- a) On the road supervision carried out by the dedicated Road Supervisor.
- b) Use of technological means such as MDT equipped with GPS capabilities. This allows us to evaluate, in real time, the drivers' adherence to the schedule as well as data input.
- c) Passenger feedback, with the Department's authorization, can be done over the phone when requesting service or via written surveys.
- d) Mystery shoppers. We schedule random pickups in which our Quality Assurance Inspector himself is transported. We get a written report from him identifying areas for improvement as well as areas of excellence. We provide the driver with this feedback without identifying its actual source.

2) Call Center and Dispatching Department:

These two departments are the heart of the operation. The main areas where we evaluate, for quality control purposes, are:

- a) Their ability to use the technological resources at hand.
- b) Their ability to maintain and improve on the required parameters as set forth in the RFP.
- c) Their ability to assist and support drivers in emergency or break-down situations.
- d) Their ability to defuse and control a potentially negative encounter with passengers.
- e) Their ability to resolve complaints in a professional, efficient and courteous manner.

These departments are continuously evaluated by the Project Manager. We also conduct individual employee evaluations on a semi-annual basis or more frequently, if needed.

With the Department's authorization, we can also mail surveys to randomly selected passengers to get feedback on these departments performance.

3) Vehicle Maintenance and Cleanliness:

Vehicle maintenance and safety are of the utmost importance. We have provided a detailed description of our maintenance program in the work plan. Even though the vast majority of the vehicles assigned to this contract do not fall under CHP regulations, we do follow and meet their requirements. We keep vehicle maintenance files and conduct preventive maintenance inspections as required by federal and state regulations. Our Safety and Training Manager conducts random file reviews periodically comparing the physical file and the reports as produced by our vehicle maintenance software. Any deficiencies noted are brought up to the Maintenance Manger and the President of the company for immediate resolution.

Empire has its own car wash department at the proposed facility in Bellflower as well as a mobile unit that can be activated in case of an emergency situation. The vehicles will be washed, interior and exterior, every other day or as needed. The drivers are responsible for picking up any trash left behind between pick up. The drivers are also responsible for checking the vehicle cleanliness as part of their pre-trip inspection. They are required to report any irregularities to the Project Manager. The reported concerns will be addressed on the spot. The Project Manager will conduct daily inspections of vehicles to insure that the established cleanliness standards are being met. The Road Supervisor will also include checks for cleanliness as part of their review process.

4) Safety and Training:

Empire has developed a very comprehensive training program. The training program in place was one of the most important factors to be accepted as part of a captive insurance program. We are proud to say that our training program is not only well written but also strictly adhered to. As a company, we place a lot of effort on accident prevention. We have an in-house claims adjustor that works very closely with our Safety and Training Department as well as our insurance carrier in order to get an objective assessment of the incidents/accidents at hand. This approach has allowed us to implement preventive steps throughout the company. While accidents can and will happen, our continual goal is to be completely accident free and our primary emphasis is always on accident avoidance.

As a condition of remaining members of the captive program, we go through an extensive annual audit performed by a third party that is selected and hired by our insurance carrier. The audit covers all areas of the operation. They inspect the maintenance shop looking for potential OSHA violations. They inspect numerous records including, but not limited to, mechanics' files, vehicle files, driver files, incident/accident reports, and training records. We have never failed one of these inspections.

We also have access to resources from the insurance carrier to have a third party conduct evaluations on contracts individually. We have taken advantage of this option on numerous occasions and requested evaluation of several contracts. We



would certainly avail ourselves of this option for this service, if awarded the contract.

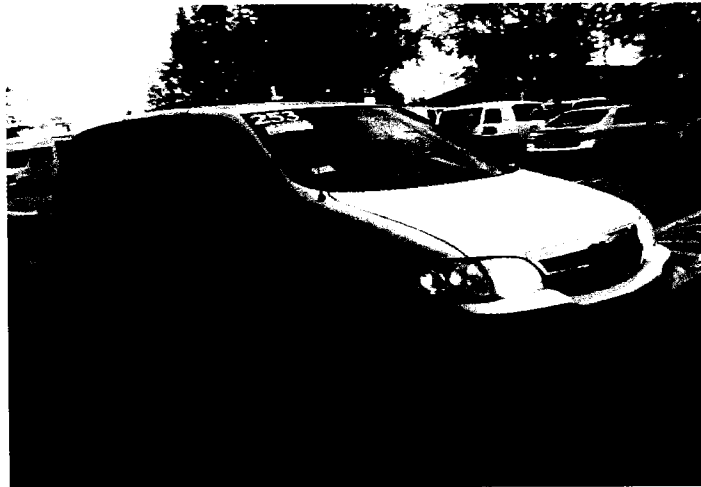
This is a summary of the steps taken by Empire regarding Quality Assurance. The resume of the Quality Assurance Inspector can be found in the experience section of the proposal. If awarded the contract, a Quality Assurance Program tailored specifically to these services will be submitted for the Department's review and approval.

V. Spare Vehicles

Empire is proud to propose a 2009 Ford E450 Startrans Type II Bus. This vehicle carries a 7 year – 200,000 mile Altoona (FTA Testing) rating and will have less than 20,000 miles at contract commencement. As well as a 2007 Chevy Venture Low Floor wheel chair accessible minivan and will have less than 75,000.



SEATING CAPACITY: 22 ambulatory or 18+2 Wheelchairs
Ford E-450 Chassis - Gas 6.8L V-10 14050 GVWR
DOOR, ENTRY A&M 36 ELEC
LIGHT, EXTERIOR ENTRY DOOR
HEATER, 65K BTU (PROAIR 465)
AM/FM/CD
SPEAKERS, ADDITIONAL MIDSHIP
INTERLOCK, ILIS GMT GAS & DSL
TURN SIGNALS, SIDE (STD)
BACK-UP ALARM
MIRROR, 6X16 REAR VIEW INTERIOR
HANDRAIL, RIGHT ENTRY ASSIST
HANDRAIL, DOUBLE OVERHEAD
FLOOR RUBBER, RS 320 GRAY
SEAT COVER, ALL VINYL
FLIPSEAT, 34" FRDMN FEATHERWGT
W/C DOOR LIFT, STD FLR REAR-AT/AE
LIFT, FULLY AUTO 403/404 CERTIFIED
DECALS, ADA SPEC
RESTRAINT, Q-8100-A1-L
LIGHT, W/C LIFT EXTERIOR ADA
LIGHT OVR LIFT, INT FLOOD, BRAUN CENTURY



6,050 LB. GVWR
3.3 L V6 ENGINE
4 SPEED AUTOMATIC TRANSMISSION
DRIVER AND PASSENGER FRONT IMPACT AIR BAGS
FRONT HEATING/ AIR CONDITIONING
ADA 56" HIGH ENTRY DOOR AND LIGHTING
ADA 31" WIDE MANUAL RAMP
54" LONG MANUAL FOLD-OUT RAMP
3 PASSENGER REAR SEAT MODIFICATION
PERMANENT DRIVERS SEAT
2 WHEELCHAIR TIE DOWN POSITION
2 PASSENGER FOLD-AWAY MIDDLE SEATING
QUADRA-TRAC WHEELCHAIR TRACK
GRAB HANDLES - A PILLAR/B PILLAR
BACK-UP ALARM
COMMERCIAL GRADE NON-SLIP ALURO FLOORING
SWING-OUT RAMP FEATURE

These vehicles are assigned on a back up capacity. Should a vehicle need to be replaced, they will be assigned permanently and Empire will purchase additional vehicles that meet the criteria listed on the RFP.

Service/Support Vehicles

Empire operates vehicles throughout Los Angeles County and maintains a fleet of service and administrative vehicles to support our operations. This fleet includes two fully equipped mobile maintenance vehicles with generators and air compressors. Our supervisors are equipped with 9 passenger vans that can provide emergency transport of stranded passengers in the case of a vehicle breakdown.

VI. Financial Resources & Insurance

Financial Statements

Our 2009, 2010, and 2011 year-end financial statements can be found in a sealed envelope contained in the proposal notebook marked "original". We ask that our financial statements be afforded the maximum confidentiality possible and that they only be circulated to those individuals who will be involved with assessing our ability to meet the financial requirements for delivering on this project. The statements have been reviewed by our outside CPA firm and all their findings are provided in the footnotes they have provided.

There are no existing liens or encumbrances against the company that would endanger our ability to perform on this contract. Additionally Empire and its principals are not involved in any pending litigation that might change that status. Nor is the company facing or considering bankruptcy, pending site closures, merger or labor disputes.

We would be delighted to make available to staff both our outside CPA and the Bank Officer responsible for our account should there be any questions at all about our ability to provide the necessary financial support for the shuttle operation.

Credit References

Empire has been gratified to have the support of a network of key vendor partners in providing service to our clients. We have chosen three of our most significant vendors so staff will be able to assess how our vendor community views our financial strength.

- Expo Propane, a woman owned business and a leading provider of liquefied petroleum gas (propane) fuel and refueling stations. Expo is located in close proximity to our facility and provides every other day delivery to our facility to insure that our on-site station maintains the capability to fuel all of our propane vehicles.
- Creative Bus Sales, by far California's leading provider of transit and paratransit buses used by local transit operators. We have worked closely with the firm on all of our fleet acquisitions over the past several years including the acquisition of all of our current alternate fuel buses.
- The National Interstate Insurance Company. We have been with National Interstate for several years and it has been three years since they accepted Empire into their Calypso Captive program.

Contact information for these credit references can be found on the next page and we invite staff to contact them.



Credit References

Company Name: Clean Energy
Contact Name: Steve Moore
Telephone Number: (562) 984-2800
Fax Number: (562) 984-2266
E-mail address: stevem@expopropane.com
Website address: www.expopropane.com

Company Name: National Interstate Insurance Company
Contact Name: Michelle A. Silvestro, Vice-President
Telephone Number: (330) 659-8900 Ext. 1213
Fax Number: (330) 659-8907
E-mail address: michelle.silvestro@nationalinterstate.com
Website address: www.nationalinterstate.com

Company Name: Creative Bus Sales, Inc.
Contact Name: Tony Matijevich
Telephone Number: (909) 465-5528
Fax Number: (909) 465-5529
E-mail address: Tonym@creativebussales.com
Website address: Creativebussales.com

Bank References

Company Name: Universal Bank
Contact Name: David Wong
Telephone Number: (626) 854-2818 Ex. 218
Fax Number: (626) 854-2838
E-mail address: dwong@universalbank.com
Website address: www.universalbank.com



Insurance

Empire will have no problem providing the insurance certificates required by this contract. Our company has been covered by National Interstate Insurance Company (NIIC) for several years. NIIC provides our Auto Liability, Worker's Compensation and physical damage coverage and is an AM BEST A-VIII rated carrier. The first level auto coverage is for \$5 million per occurrence and worker's compensation is the \$1 million statutory limit. NIIC provides coverage for General Liability at the \$5 Million level. NIIC will also be providing the Physical Damage coverage for County owned vehicles at the County's stated values.

A major benefit to insuring with NIIC is the great care that they take to ensure that every company in their program maintains the highest standards for safety and loss prevention. As their insured we are subject to safety reviews by NIIC's outside risk control consulting firm. This firm reviews all areas of our operation that affect safety and loss including: safety, training, recruiting, maintenance, industrial safety and accident prevention programs. The consultant not only reports on our status to NIIC but also offers suggestions on enhancements and improvements to our current programs. This is an extremely detailed review that is much more comprehensive than an annual CHP inspection.

A major benefit of our proposal to the Department is that we will exceed the coverage requirements established in this RFP. Our Excess Liability coverage is provided by the Scottsdale Insurance Company respectively. The AM Best Rating for Scottsdale is A+(XV). Combined with the \$5 million underlying coverage from NIIC we will be providing \$10 million combined single limit coverage.

The required form PW-16 can be found along the Required Forms section.



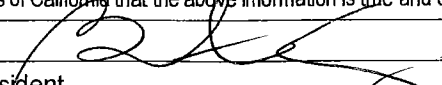
VII. Licenses & Certifications

In order to qualify for the East Los Angeles Dial-A-Ride Shuttle service a driver must possess (and have in their possession) a Class B or Class A license with passenger and evidence of successful completion of a DOT physical exam (DL51). We have attached documentation of those requirements for the seven Empire drivers proposed for this service. The copies can be found attached to Form PW-21. Note that, in compliance with the state labor code as well as our commitment in this proposal, we will be offering first priority for employment to existing transit workers on this project. Those existing drivers will likely have appropriate credentials, if not we will ensure that their credentials are upgraded before driving for Empire.

In terms of Maintenance Certification, we are proud to present the certifications of our proposed Maintenance Manager, Daniel Martinez and two lead mechanics, Lionel Trejo and Rafael Rodriguez. Lionel is ASE Transit Bus Certified in Brakes and Electrical/Electronic systems. Rafael holds several ASE certifications, including the Heating and Air Conditioning Certification. Certifications for both individuals are attached. The copies of the certifications can be found attached to Form PW-21.

Other relevant certifications include those for critical safety managers. Jose Guzman, our Safety and Training Manager, is a Transportation Safety Institute Certified Instructor. He is also certified to teach the National Safety Council Defensive Driving Course and the Red Cross First Aid/CPR course.

VERIFICATION OF PROPOSAL

DATE: <u>12/17, 2012</u>		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: East Los Angeles Dial-A-Ride Service (2012-PA044)			
DECLARANT INFORMATION			
3. Name Of declarant: Bertha Aguirre			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Empire Transportation Inc.		Telephone No.: 562-529-2676	
Physical Address (NO P.O. BOX): 8800 Park St. Bellflower, CA 90706		Mobile No.: 310-562-2241	
e-mail: baguirre@emptransportation.com		Fax No.: 562-529-2220	
County WebVen No.: [REDACTED]	IRS No.: [REDACTED]	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any): Not applicable			
County(s) of Registration:	State:	Year(s) became DBA:	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 8800 Park St. Bellflower, CA 90706		
	State of incorporation: California		Year incorporated: 1968
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Empire Transportation	Title	Phone 562-529-2676	Fax 562-529-2220
Street 8800 Park St.	City Bellflower	State CA	Zip 90706
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: <u>12/17/12</u>
Type name and title: Bertha Aguirre, President			

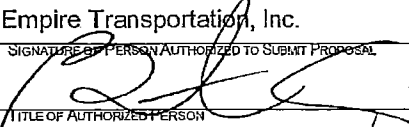
**SCHEDULE OF PRICES
FOR
EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-PA044)**

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	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 50.94 /Hour	9,400	\$ 478,836.00
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 56.00 /Hour	200	\$ 11,200.00
ESTIMATED TOTAL ANNUAL HOURS			9,600	
TOTAL PROPOSED ANNUAL PRICE				\$ 490,036.00

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ 2.70 /Mile	100	\$ 270.00

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

LEGAL NAME OF PROPOSER Empire Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 04/02/13	STATE CONTRACTOR'S LICENSE NUMBER PUC: TCP-21507 CHP: CA-326916	LICENSE TYPE PUC: Charter Paratransit CHP: Motor Carrier
PROPOSER'S ADDRESS 8800 Park St. Bellflower, CA 90706		
E-MAIL baguirre@emptransportation.com		
PHONE 562-529-2676	MOBILE 310-562-2241	FACSIMILE 562-529-2220

P:\aspub\CONTRACT\Janet\East LA DAR\2013\ELA DAR Rebid\05 AWARD\PW-2.1_Schedule of Prices.doc

¹Contractor-provided vehicles were not used in Fiscal Year 2012. Public Works estimate 200 Vehicle Revenue hours for FY 2012-13 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Empire Transportation Inc.		
Company Address: 8800 Park St.		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562-529-2676		
(Type of Goods or Services): Passenger Transportation Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

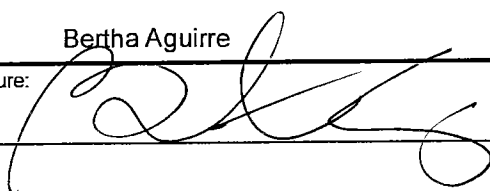
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Bertha Aguirre	Title: President
Signature: 	Date: 12/17/12

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

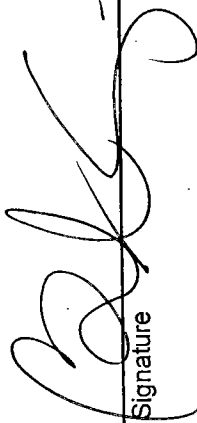
PROPOSED CONTRACT FOR: East Los Angeles Dial-A-Ride Service (2012-PA044)
 SERVICE BY PROPOSER Empire Transportation Inc.
 PROPOSAL DATE: _____

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

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	11	13	16	18	19	77	19
2. Total dollar amount of Contracts (in thousands of dollars).	8357	10221	13624	14371	19477	66050	22117
3. Number of fatalities.	0	0	0	0	1	1	0
4. Number of lost workday cases.	2	1	2	2	3	10	1
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	1	0	1	1	2	5	1
6. Number of lost workdays.	204	111	67	215	276	876	210

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


 Signature

Bertha Aguirre

Name of Proposer or Authorized Agent (print)

12/17/11
 Date



March 14, 2013

Eric Fong
Los Angeles County
Department of Public Works (ASD)
Phone (626) 458-4077

RE: Accident Explanation

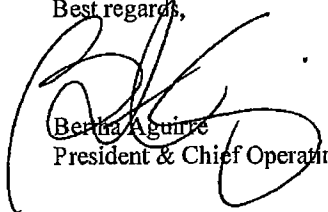
Dear Mr. Fong,

Thank you for the opportunity to provide an explanation to the unfortunate accident that took place on January 5th, 2011. The accident took place at approximately 6:20am. Our driver was en-route to his first pick up. He was traveling Southbound on the 105 Freeway. He took the Vermont Avenue off ramp. As he was exiting the freeway the light was green and he proceeded to make a right turn into Vermont Ave, Northbound. The driver did not see anybody nor did he feel an impact until a car behind him told him that he had just hit a person. The driver immediately stopped and called 911 as well as our Dispatch office. Unfortunately, the person was pronounced dead at the scene.

After a long and detailed investigation, it was determined that the deceased had jay walked across Vermont Ave. He was wearing all black clothing making it very hard for the driver to see him. There were no criminal charges made to our driver or Empire. A civil suit was settled with the family of the deceased late last year.

Please feel free to contact me should further information be required.

Best regards,



Bertha Aguirre
President & Chief Operating Officer

CONTRACTOR'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

	2007	2008	2009	2010	2011	Five-Year Average
1 Total Bus Revenue Miles	1876102	2248668	2938459	3010351	7216412	3457998
2 Total Number of NTD Reportable Accidents	4	2	4	2	6	3.6
3 Total Number of Fatalities	0	0	0	0	1	.2
4 Rate of Accidents/100,000 Bus Revenue Miles	.2	.1	.1	.1	.08	.12
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	.01	.002

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

Empire Transportation Inc.

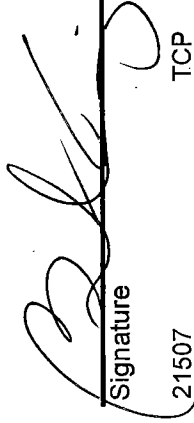
Name of Proposer

8800 Park St.

Address

Bellflower, CA 90706

City Zip Code



Signature

21507

TCP

PUC Permit Number and Classification

562-529-2676

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

I, Bertha Aguirre

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) President

of Empire Transportation Inc.
Name of proposer

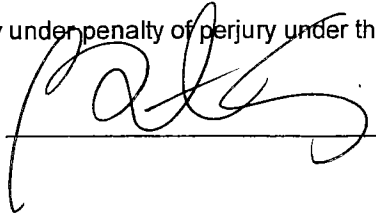
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract 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 12/17/12

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation Inc.

PROPOSED CONTRACT FOR: East Los Angeles Dial-A-Ride Service (2012-PA044)

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:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
X:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Shuttle	SERVICE DATES: 2009 - Pres.
AGENCY/ FIRM: City of Lawndale	
ADDRESS: 14717 Burin Ave., Lawndale, CA 90260	
CONTACT: Mike Estes	
TELEPHONE: 310-973-3272	
FAX: 310-676-9471	
E-MAIL: mestes@lawndalecity.org	

SERVICE: Shuttle	SERVICE DATES: 2010 - Pres.
AGENCY/ FIRM: City of Bellflower	
ADDRESS: 16600 Civic Center Dr., Bellflower, CA 90706	
CONTACT: Richard Pierce	
TELEPHONE: 562-804-1424	
FAX: 562-925-8660	
E-MAIL: rpierce@bellflower.org	

SERVICE: Disabled	SERVICE DATES: 2001 - Pres.
AGENCY/ FIRM: AltaMed Health Services	
ADDRESS: 500 Citadel Dr., Los Angeles, CA 90040	
CONTACT: Martha Santana-Chin	
TELEPHONE: 323-725-8571	
FAX: 323-889-7398	
E-MAIL: msantanachin@altamed.org	

SERVICE: Shuttle	SERVICE DATES: 1994 - Pres.
AGENCY/ FIRM: Kaiser Permanente	
ADDRESS: 11666 Sherman Way, Los Angeles, CA 91605	
CONTACT: Bill Bafford	
TELEPHONE: 818-503-7061	
FAX: 818-503-6910	
E-MAIL: bill.bafford@kp.org	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation Inc.

PROPOSED CONTRACT FOR: East Los Angeles Dial-A-Ride Service (2012-PA044)

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: Shuttle	SERVICE DATES: 2007 - 2012
DEPT/DISTRICT: DPSS - GAIN	
CONTACT: Donovan Boswell, MPA	
TELEPHONE: 562-908-3547	
FAX: 562-908-0590	
E-MAIL: donovanboswell@dpss.lacounty.gov	

SERVICE: Shuttle	SERVICE DATES: 2011 - Pres.
DEPT/DISTRICT: Department of Public Works	
CONTACT: Vanessa Rachal	
TELEPHONE: 626-458-5960	
FAX: 626-979-5313	
E-MAIL: vrachal@dpw.lacounty.gov	

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: Shuttle	SERVICE DATES: 2006 - Pres.
AGENCY/FIRM: Disneyland Resort	
ADDRESS: 1313 S. Harbor Blvd., Anaheim, CA 92802	
CONTACT: Mark Hatfield	
TELEPHONE: 714-781-1828	
FAX: 714-781-0747	
E-MAIL: mark.hatfield@disney.com	

SERVICE: Shuttle	SERVICE DATES: 2004 - Pres
AGENCY/FIRM: Dodgers / Standard Parking	
ADDRESS: 1000 Elysian Park Ave., Los Angeles, CA 90012	
CONTACT: Anthony Squeo	
TELEPHONE: 614-332-0185	
FAX: 213-236-0628	
E-MAIL: asqueo@standardparking.com	

SERVICE: Shuttle	SERVICE DATES: 2008 - 2011
AGENCY/FIRM: LA Community College District	
ADDRESS: 770 Wilshire Blvd., Los Angeles, CA 90017	
CONTACT: Werner Wolf	
TELEPHONE: 213-996-2240	
FAX: 310-202-2576	
E-MAIL: werner.wolf@build_laccd.org	

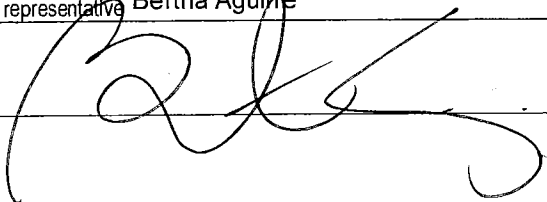
SERVICE: Shuttle	SERVICE DATES: 2005 - 2011
AGENCY/FIRM: Cal State Fullerton	
ADDRESS: CSUF Parking, Fullerton, CA 92831	
CONTACT: Joseph Ferrer	
TELEPHONE: 657-278-3242	
FAX: 657-278-1179	
E-MAIL: jferrer@exchange.fullerton.edu	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Empire Transportation Inc.
Address 8800 Park St. Bellflower, CA 90706
Internal Revenue Service Employer Identification Number 27-0121666

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all 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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer Empire Transportation Inc.	
Authorized representative Bertha Aguirre	
Signature 	Date 12/17/12

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Empire Transportation Inc.

My County (WebVen) Vendor Number: [REDACTED]

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:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 438						
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					30	54
Hispanic/Latino	1	1	11	2	182	75
Asian or Pacific Islander					12	4
American Indian						1
Filipino						
White			2		36	27

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	% 70	%	%	%	%	%
Women	% 30	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	MBE				None (see attached letter)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 12/17/12
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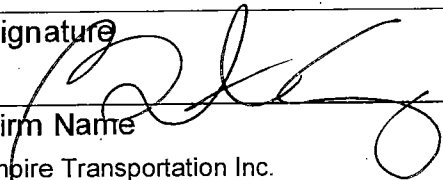
GAIN and GROW EMPLOYMENT COMMITMENT

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 	Title President
Firm Name Empire Transportation Inc.	Date 12/17/12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Empire Transportation Inc.

Company Name

8800 Park St. Bellflower, CA 90706

Address

27-0121666

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

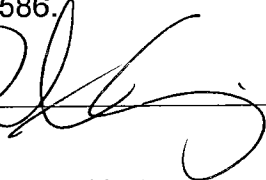
NO

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



Date

12/17/12

Bertha Aguirre, President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

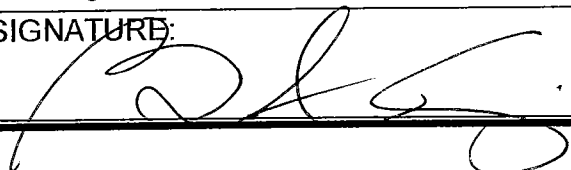
COMPANY NAME: Empire Transportation Inc.		
COMPANY ADDRESS: 8800 Park St. Bellflower, CA 90706		
CITY: Bellflower	STATE: CA	ZIP CODE: 90706

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a 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: Bertha Aguirre	TITLE: President
SIGNATURE: 	DATE: 12/17/12

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Empire Transportation Inc.

Proposer has not had any contracts terminated in the past three years.

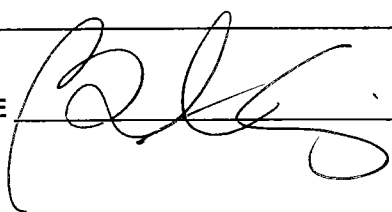
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE 

DATE: 12/17/12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Empire Transportation Inc.

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

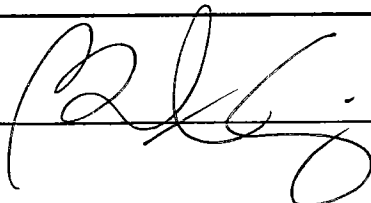
A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

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: 12/17/12

EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-AN044)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Empire Transportation Inc.

Proposer's Name

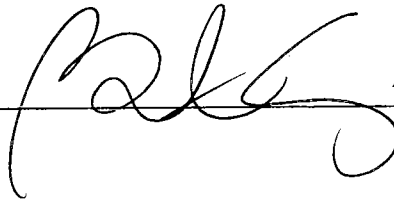
8800 Park St. Bellflower, CA 90706

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 12/17/12

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: Bertha Aguirre	Title: President
Signature: 	Date: 12/17/12

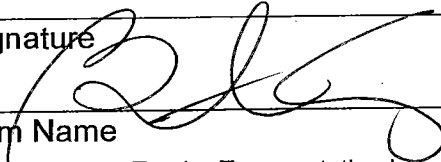
DISPLACED TRANSIT EMPLOYEE DECLARATION

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 President
Firm Name Empire Transportation Inc.	Date 12/17/12

EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-AN044)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

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 paratransit services for governmental or social service agency(ies).

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Number Years of Experience	15
----------------------------	----

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Empire Transportation Inc. began serving AltaMed Health Services in 1997. We provide demand response transportation services for AltaMed's ADHC/PACE Centers in Central Los Angeles, Lincoln Heights, East Los Angeles, El Monte, Pico Rivera, Downey, Lynwood, and Cypress. We provide an average of 300,000 trips annually.

(Please attach additional pages if needed.)

- 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 paratransit 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 in order to provide for a meaningful evaluation).

Number Years of Experience	11
Name of the employee	Ana Arredondo

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Ms. Arredondo began with Southland Transit as a Customer Service Representative in 2001. In 2005, she was made Assistant General Manager with Southland Transit for multiple Los Angeles County projects, including Whittier Dial-A-Ride. She was able to exceed passenger per hour contractual expectations for Dial-A-Ride services in West Covina, Alhambra, and Pico Rivera.

(Please attach additional pages if needed.)

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 paratransit 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 in order to provide for a meaningful evaluation).

Number Years of Experience	11
Name of the employee	Daniel Martinez

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Mr. Martinez began his Maintenance Management experience in 2005 with First Transit as an Assistant Maintenance Manager. He became a Maintenance Manager for MV Transit in 2006, and later with Southland Transit in 2009. Mr. Martinez was sought by Empire Transportation to head our Maintenance Department in 2011. He possesses an Associate Degree in Automotive/Diesel and Industrial Technology from Universal Technical Institute. He also possesses ASE Certifications in Transit Engines, Transit Brakes, Transit Suspension and Steering, Transit Electric, Transit Climate Control, and School Bus Brakes.

(Please attach additional pages if needed.)

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 must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501.c).

Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.

Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "**Conditional**" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor Provided Service Vehicles Requirements. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with 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.9, Equipment/Proposer-Provided Service Vehicles, please provide a detailed narrative in your proposal to support this minimum mandatory requirement).

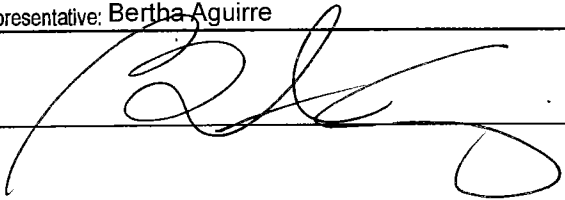
Proposer does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The Proposer will comply with the spare service vehicle requirements set forth in Part I, Section 2.A.9, Equipment/Proposer-Provided Service Vehicles. (This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required contractor spare vehicle requirements submitted in the proposal.)

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.**

EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-PA044)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Empire Transportation Inc.	
Address: 8800 Park St. Bellflower, CA 90706	
Authorized representative: Bertha Aguirre	
Signature: 	Date: 12/17/12

EAST LOS ANGELES 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

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

- Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes Test; 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 A5 ASE Automobile & Light Truck Brakes 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 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)	Directly Employed by the Contractor (Yes or No)
Lionel Trejo	Transit Bus Specialist, Brakes, Electrical/Electronic Systems	Yes
Rafael Rodriguez	Automobile Technician, Engine Repair, Suspension and Steering, Brakes, Electrical/Electronic Systems, Heating and Air Conditioning, Engine Performance	Yes
Daniel Martinez	Transit Engines, Transit Brakes, Transit Suspension and Steering, Transit Electric, Transit Climate Control, and School Bus Brakes	Yes

- 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 A5 Automobile & Light Truck Brakes Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	Types of Certification (List multiple, if applicable)

- No. Proposer's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified 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, e.g. MACS or equivalent.)

Employee Name	Type of Certification
Daniel Martinez	Universal Technical Institute Refrigerant & Recycling Certification

- 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.**

3. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

Yes. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, as specified in Part I, Section 2.A.11, Licenses and Certifications, please provide copies in your proposal and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

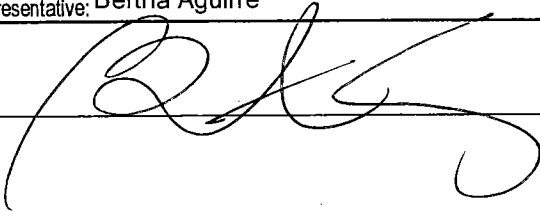
Employees with DMV Class B (with a minimum of a "P" endorsements)		
Employee Name	Class of Drivers License	"P" endorsement or Higher (Yes or No)
Rodolfo Zatarain	B	Yes
Gilberto Sanchez	B	Yes
Rosalva Naranjo	B	Yes
Olga Cervantes	B	Yes
Ramiro Salazar	B	Yes
Jorge Romero	B	Yes
Rosa Guzman	B	Yes

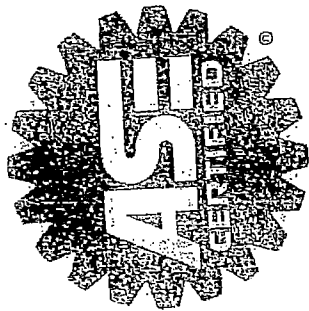
No. Proposer **did not** submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

EAST LOS ANGELES DIAL-A-RIDE SERVICE

**PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING
REQUIREMENTS OF THE RFP**

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Empire Transportation Inc.	
Address: 8800 Park St. Bellflower, CA 90706	
Authorized representative: Bertha Aguirre	
Signature: 	Date: 12/17/12



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

LIONEL TREJO JR.

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:

TRANSIT BUS SPECIALIST

EXPIRES

AREAS OF DEMONSTRATED COMPETENCE

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

DECEMBER 31, 2014

DECEMBER 31, 2014

GIVEN THIS 31ST DAY OF DECEMBER 2009, AT LEESBURG, VIRGINIA

Ronald H. Wiener

RONALD H. WIENER, President

LP5MP8PJITREJO
IDENTIFICATION NUMBER



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Daniel Martinez
West Covina, CA 91792-1453
ASE ID: ASE-1588-7863

Created: March 21, 2012
1:10:14 PM

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates	Test Series
Automobile Technician	A: Auto
Transit Bus Technician	H: Transit Bus
School Bus Technician	S: School Bus
Medium/Heavy Truck Technician	T: Medium/Heavy Truck

ASE Certification Details

Test	Description	Expiration Date	Status
A4	Suspension & Steering	12/31/2015	Current
A5	Brakes	12/31/2015	Current
H2	Diesel Engines	06/30/2013	Current
H3	Drive Train	12/31/2015	Current
H4	Brakes	06/30/2011	Expired
H5	Suspension & Steering	06/30/2013	Current
H6	Electrical/Electronic Systems	06/30/2011	Expired
H7	Heating Ventilation & Air Conditioning	06/30/2013	Current
H8	Preventive Maintenance & Inspection	12/31/2015	Current
S4	Brakes	12/31/2015	Current
S5	Suspension & Steering	06/30/2012	Current
T2	Diesel Engines	06/30/2013	Current
T3	Drive Train	06/30/2013	Current



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Daniel Martinez
West Covina, CA 91792-1453
ASE ID: ASE-1588-7863

Created: March 21, 2012
1:10:14 PM

ASE Certification Details

Test	Description	Expiration Date	Status
T4	Brakes	12/31/2015	Current
T5	Suspension & Steering	06/30/2012	Current
T6	Electrical/Electronic Systems	06/30/2011	Expired
T7	Heating Ventilation & Air Conditioning	06/30/2012	Current
T8	Preventive Maintenance & Inspection	12/31/2015	Current

To become ASE certified, you must pass an ASE test and have at least two years of relevant hands on working experience. You can download the Experience Reporting Form from www.ase.com

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,
ASE Customer Service
E-mail: asehelp@ase.com

Phone: 1-800-390-6789 (select option 3)
Fax: (703) 669-6122



Universal Technical
Institute

Certificate of Completion

MARTINEZ, DANIEL

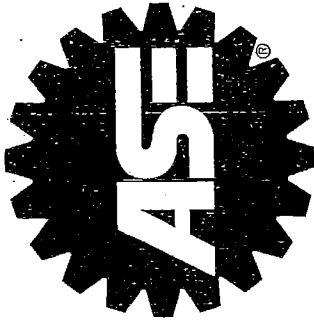
has successfully completed the Universal Technical
Institute Refrigerant Recovery & Recycling
Certification Program for
Section 609 of the CAA

547851811

6/03/03

Certification Number
1-800-859-7249

Date



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

RAFAEL O RODRIGUEZ

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

ENGINE REPAIR

SUSPENSION AND STEERING

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING AND AIR CONDITIONING

ENGINE PERFORMANCE

** ** ** ** **

EXPIRES

JUNE 30, 2013

DECEMBER 31, 2015

JUNE 30, 2016

JUNE 30, 2013

JUNE 30, 2016

JUNE 30, 2015

** ** ** ** **

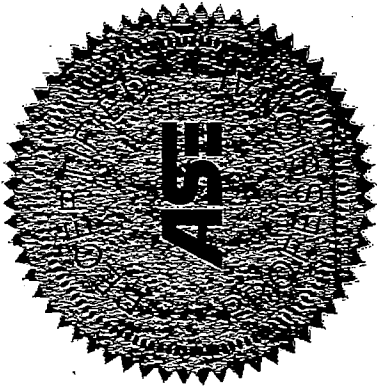
GIVEN THIS 30TH DAY OF JUNE 2011, AT LEESBURG, VIRGINIA

ASE-1033-5746

ASE IDENTIFICATION NUMBER

Timothy A. Zilke

TIMOTHY A. ZILKE, President



**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.

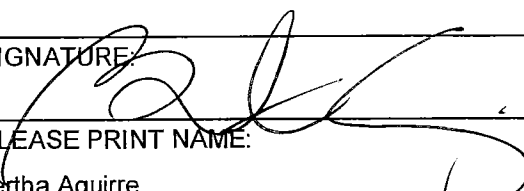
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will 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 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 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:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 12/12/12
PLEASE PRINT NAME: Bertha Aguirre	TITLE OR POSITION: President

**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.)

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

Empire Transportation Inc.
Print Name of Firm

Bertha Aguirre, President

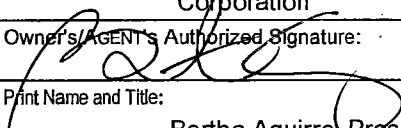
Print Name and Title




12/17/12
Date

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

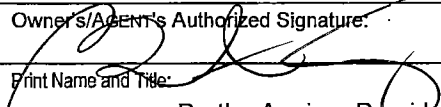
Public Entity Name	Department of Fair Employment and Housing
Public Entity Address:	Street Address: 
	City, State, Zip: 
Case Number/Date Claim Opened:	Case Number: 46230-22071
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: 
	Street Address: _____
	City, State, Zip: _____
Description of Work: (e.g., Janitorial) Road Supervisor / Dispatcher	
Description of Allegation and/or Violation:	Complainant alleged that company engaged in illegal discrimination and retaliation against her on account of race and disability.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegations and submitted response to DFEH. Case not yet disposed.

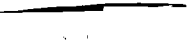
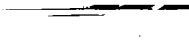
Additional Pages are attached for a total of _____ pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

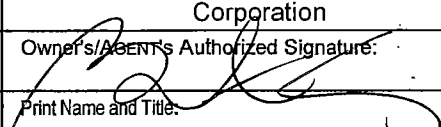
Public Entity Name	Equal Employment Opportunity Commission
Public Entity Address:	Street Address: 255 E. Temple St., 4th Floor
	City, State, Zip: Los Angeles, CA 90012
Case Number/Date Claim Opened:	Case Number: 480-2012-01394
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: Khadedra Green
	Street Address: 
	City, State, Zip: 
Description of Work: (e.g., Janitorial) Bus Washer	
Description of Allegation and/or Violation:	Complainant alleged that co-workers engaged in harassment against her and she was terminated due to her race.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation and submitted response to EEOC. EEOC's investigation has not been completed.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/Agent's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President


Public Entity Name	Labor Comissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 464 W. 4th St., Room 348
	City, State, Zip: San Bernardino, CA 92401
Case Number/Date Claim Opened:	Case Number: 09-47767 IF
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: Miguel Vargas
	Street Address: _____
	City, State, Zip: _____
Description of Work: (e.g., Janitorial) Shuttle Driver Trainee	
Description of Allegation and/or Violation:	Alleged that 23 hours remained unpaid upon resignation of employment
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation and presented evidence that payment was made in a timely manner and Claimant did not attempt to obtain his wages from the office nor request
	such payment be mailed. Board completed investigation and informed company that no further action was being contemplated.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

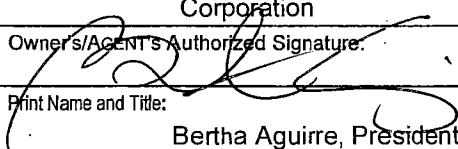
Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-45924 LP
	Date Claim Opened: 2009
Name and Address of Claimant:	Name: William Tucker
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial) Shuttle Driver	
Description of Allegation and/or Violation:	Alleged that pay was short by 24 hours, some of which was overtime.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation, Claimant did not show for hearing. Dismissed without prejudice.



Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT'S Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

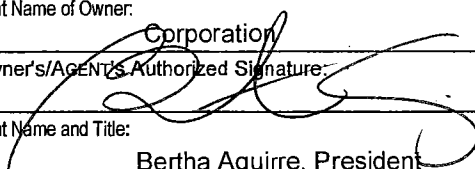
Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-04849 LP
	Date Claim Opened: 2009
Name and Address of Claimant:	Name: Tulio Solano
	Street Address: 
	City, State, Zip: 
Description of Work: (e.g., Janitorial) Shuttle Driver	
Description of Allegation and/or Violation:	Alleged that he was not allowed rest periods from 1/2006 through 11/2008
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Board ruled against Claimant.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT'S Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-49580 AC
	Date Claim Opened: 2010
Name and Address of Claimant:	Name: Macario Canillas
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial) Shuttle Drivers	
Description of Allegation and/or Violation:	Alleged that he was not paid 69.2 hours, some of which was overtime.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied claim and presented documentation on accuracy of pay that was received by Claimant.

Additional Pages are attached for a total of 6 pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	0	N/A

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Empire Transportation Inc.

Name of Proposer's Health Plan: N/A

Date: 12/17/12

(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	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

Becomes eligible for health insurance coverage after ___ days of employment.

Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 1 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 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 3 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: EAST LOS ANGELES DIAL-A-NUMBER SERVICE (2012-PA044)

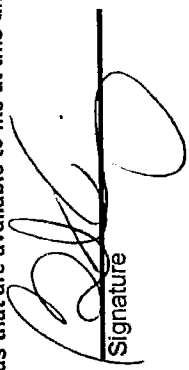
PROPOSER: Empire Transportation, Inc.

POSITION/TITLE *	HOURS PER DAY							ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	ANNUAL COST	
	SUN	MON	TUE	WED	THU	FRI	SAT				
Operator 1	0	8	8	8	8	8	8	2496	11.84 \$	29,552.64	
Operator 2	6	8	8	8	8	8	0	2392	11.84 \$	28,321.28	
Operator 3	0	8	8	8	8	8	0	2080	11.84 \$	24,627.20	
Operator 4	0	8	8	8	8	8	8	2496	11.84 \$	29,552.64	
Operator 5	0	8	8	8	8	8	0	2080	11.84 \$	24,627.20	
Operator 6	0	8	8	8	8	8	0	2080	11.84 \$	24,627.20	
Operator 7	0	8	8	8	8	8	0	2080	11.84 \$	24,627.20	
Road Supervisor	0	8	8	8	8	8	0	2080	13.00 \$	27,040.00	
Dispatchers (2)	7.5	8	8	16	16	16	9	4186	13.00 \$	54,418.00	
Reservationists (2)	7.5	16	16	8	8	15.5	9	4160	12.00 \$	49,920.00	
Mechanic	8	8	8	8	8	8	8	2912	\$	-	
Comments/Notes:									Total Annual Salaries	\$	317,313.36
Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below									(1) Vacations, Sick Leave, Holiday	\$	10,161.32
									(2) Health Insurance ***	\$	-
									(3) Payroll Taxes & Workers' Compensation	\$	64,773.18
									(4) Welfare and Pension	\$	-
									Total Annual Employee Benefits (1+2+3+4)	\$	74,934.50
									(5) Equipment Costs (Includes Fuel, Maintenance and Insurance Cost)	\$	97,788.14
									(6) Service and Supply Costs	\$	-
									(7) General and Administrative Costs	\$	-
									(8) Profit	\$	-
The allocated mechanics hours are included in the Equipment Costs									Total Annual Other Costs (5+6+7+8)	\$	97,788.14
									TOTAL ANNUAL PRICE	\$	490,036.00

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

Empire Transportation, Inc.
 Name of Proposer


 Signature

4/1/2013
 Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
EAST LOS ANGELES DIAL-A-RIDE SERVICE (2012-PA044)**

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.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Hours worked are tracked using a database program called TimeForce. Each employee clocks in and out electronically either using a web-enabled mobile phone or a computer with internet access. The scheduled for each employee is also built into the database so that managers can easily note potential errors in punches. These time punches are reviewed daily by the manager for each employee to ensure the accuracy of the hours worked as well as to ensure that employees have clocked in and out correctly and that missed punches are corrected in a timely manner.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>We have no employees who report to work and then travel to their worksite. All employees begin their shift on-site where the revenue vehicle is parked for their work location.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</p>	<p>3.1 All records created and documenting hours worked by an employee are produced electronically according to the times the employee clocks in and out. When an employee enters a time-punch, they will enter their employee ID and the number of the contract they are working for and submit the punch to the server for processing. The server will time-stamp the punch and process the numbers to determine the identity of the employee and the contract. Once processing is complete, the server sends the information back to the device from which the employee entered the information and shows them the time for their information.</p> <p>3.2 All records related to hours worked are stored electronically on the server hosting TimeForce and backed up as with all other server data. In addition, a hard copy is given to the employee at the end of a pay cycle by the employee's manager. The employee signs the time sheet or identifies errors, which are then investigated by the manager.</p> <p>3.3 The electronic records are maintained automatically in real-time by the server. The hard copies are printed at the end of each semi-monthly pay period and filed at our main office.</p> <p>3.4 The initial creation of the electronic records is, as previously mentioned, performed by the server based on information submitted by the employee.</p> <p>3.5 The records produced by the server are checked for accuracy daily by the manager responsible for the employee. At the conclusion of the pay period, a timecard is printed from TimeForce for each employee and given to them for review. If the employee has any issues with missed time, forgotten punches, etc... or see another problem he or she is able to raise the issue with their manager prior to their check being generated. Once the employee has reviewed the timecard, and signed it, the timecard is returned to their manager.</p> <p>3.6 At the conclusion of every pay period, each manager checks the final day for each employee during that pay period and verifies the accuracy of the semi-monthly period per employee. This is accomplished by marking the verification checkbox in the web browser-based interface. TimeForce then indicates that the record was reviewed and verified and provides the name of the manager who performed the verification. Verifications occur after the printed timecard has been returned with the employee's signature.</p> <p>3.7 Once verified the records are imported into QuickBooks and used as the basis for every employee's paycheck.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

As described previously, all records pertaining to hours are based solely on hours worked and are created primarily on information submitted to TimeForce by the employee themselves. Timecards are printed and signed by the employee prior to issuance of their paycheck.

QUESTION

- 4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)**
- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
 - 4.2. Who prepares and who checks the source document?
 - 4.3. Does the employee sign it?
 - 4.4. Who approves the source document, and what do they compare it with prior to approving it?

Meal periods are built into each employee's schedule. The employees clock out and in directly on their Nextel phone and the information is retained in our records and available for audit. In transit service there is a relief driver who takes over the vehicle to make these lunch breaks available. These reliefs are also documented on trip sheets. In terms of other breaks, the California State Labor Board has accepted the make up time in the transit schedule as available break time as long as the employee has the ability to attend to personal needs during these periods.

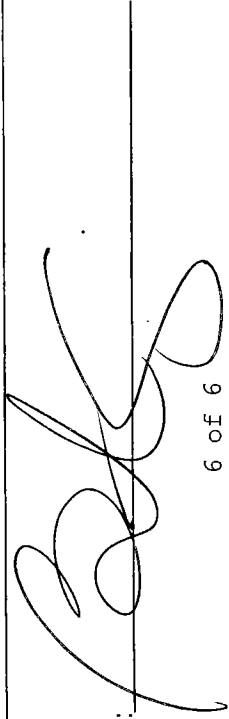
Payroll entries are made directly by the worker and audited by the supervisor and payroll coordinator. Worker then approves the final time sheet in writing.

- 5. BREAKS**
- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
 - 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
 - 5.3. If so, who prepares, reviews, and approves such documentation?

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>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).</u></p>	<p>The hours maintained and entered into TimeForce for every employee can be accessed by the payroll department at all times. After verification by the managers, the payroll department imports the hours worked into QuickBooks from TimeForce. The payroll department makes any necessary entries into employee records with regard to required deductions (such as wage garnishments, changed tax status, etc...) applicable to the period and verifies the data prior to check issuance. The payroll department then processes the information and creates checks. For those employees who use direct deposit, the information is submitted to the employee's bank and a check stub is printed and delivered to the employee. Checks for employees who are not enrolled in direct deposit are delivered to them by their manager. Every employee with receive a single check reflecting hours worked at straight wages and overtime wages. All deductions and wages are itemized on the check stub.</p> <p>A copy of two pay checks with the applicable "Time Card" which explains the basis for the pay are attached to this form.</p>


QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>We do not use a manual payroll system.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>As described previously we use the automated system TimeForce for recording an employee's hours. Checks are issued in-house using the import of TimeForce information into QuickBooks.</p> <p>At this time, should any employee work at multiple rates during a work week, overtime is paid based on the greatest rate earned.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time is rarely an issue, as drivers report to a regular work place and begin the driving assignment from that location.</p> <p>9.2 Due to the rare occurrence of travel time, should it occur the travel time is paid at the regular rate.</p> <p>9.3 County staff employees are not assigned to work for other services on a regular basis. Should there be a shortage of drivers and a County worker is assigned to temporarily cover on another service, the employee would be paid at their regular County Living Wage rate. Only in the case of an employee who is permanently transferred to another service either by request of the employee or County staff, would the employee's wage rate be changed.</p> <p>We do not have the situations described in 9.3.a or 9.3.b.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>There are two earnings statements with time sheets attached. The first reflects a driver who has a C license and non-exempt employees. C drivers, like almost all employees in California, are subject to daily overtime, ie. overtime after eight hours worked in a day. The Total Hours, broken down by day, show the daily allowed and then the overtime hours per day. The earnings statement again shows the hours paid at regular rate and then separately the hours paid at 1.5x rate. The timecard and earnings statement also note a day on which a lunch was not possible and, therefore, an hour of pay at the employee's regular rate is issued in addition to the hours worked, in compliance with law.</p> <p>The second earnings statement is for a driver with a B license. These drivers are an exception to daily overtime as set forth in the Transportation Wage Order. The exception is necessary due to the fact that the B license and the hours worked by B license drivers are subject to federal law and the regulation of the USDOT. As such, A and B license drivers are paid overtime AFTER 40 hours worked in a week. Therefore on the attached time sheet, the employee's 8.50 hours on Tuesday the 1st are all shown as regular hours, but on Wednesday the 2nd, when the employee worked 8.5 hours, 6.5 are shown as regular and 2 show as overtime. This is because the employee exceeded 40 hours in the week after 6.5 hours on the Wednesday</p>

PROPOSER'S SIGNATURE: 



DATED: 12/17/12


PROPOSER'S SIGNATURE:

Department: All Departments Inc Sub Employee  Thursday 11/1/2012 to Thursday 11/15/2012

Date	T	F	S	S	M	T	W	T	F	S	S	T	W	T	
11/12/2012	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
In	20:30	20:30			04:30	12:30	12:30	20:30	20:30			04:30	12:30	12:30	20:30
Out	00:30»	00:30»			09:00	17:00	17:00	00:30»	00:30»			09:00	17:00	17:00	00:30»
In	01:00»	01:00»			09:30	17:30	17:30	01:00»	01:00»			09:30	17:30	17:30	01:00»
Out	05:30»	05:30»			13:00	21:00	21:00	05:30»	05:30»			13:30*	21:25*	21:00	05:00»
Punch Errors	2	2						2	2			2	2		

	8.50	8.50	0.00	0.00	8.00	8.00	8.00	8.00	8.50	8.50	0.00	0.00	8.50	8.42	8.00	8.00
Total Hours	8.50	8.50	0.00	0.00	8.00	8.00	8.00	8.50	8.50	8.00	8.00	8.00	8.50	8.42	8.00	8.00
Regular Hours	8.50	6.50			8.00	8.00	8.00	8.50	7.50				8.50	8.42	8.00	8.00
Overtime 1		2.00						1.00								
Department	8.50	8.50			8.00	8.00	8.00	8.50	8.50				8.50	8.42	8.00	8.00
Disney																
Job	8.50	8.50			8.00	8.00	8.00	8.50	8.50				8.50	8.42	8.00	8.00
Disney																
Schedule Rule	8.50	8.50			8.00	8.00	8.00	8.50	8.50				8.50	8.42	8.00	8.00
30 Min Lunch																

Settings  **Legend** 

Verification: Supervisor 

I certify that the above time card is correct.

Pay Period: 11/1/2012 - 11/15/2012	
Worked Hours	90.92
Total Hours	90.92

Regular Hours	87.92
Overtime 1	3.00
Total Hours	90.92
Hours Pay	\$1,270.73
Total Pay	\$1,270.73

Department & Premium Hours

Sample
Employee with Commercial License

Department: All Departments Inc Sub Employee: [Redacted] Thursday 11/1/2012 to Thursday 11/15/2012

Date	T 1	F 2	S 3	S 4	M 5	T 6	W 7	T 8	F 9	S 10	S 11	M 12	T 13	W 14	T 15
In	07:00	09:00			07:00	07:00	06:45	07:00	09:00			07:00	07:00	07:00	07:00
Out	12:00	13:00			12:15	12:15	12:00	12:00	12:45			12:15	12:15	16:00+	12:30
In	13:00	14:00			13:15	13:00	12:30	13:00	13:45			13:15	13:15	13:15	13:00
Out	16:00	18:00			17:00	17:00	16:00	16:00	18:00			16:00	16:00	16:00	16:00
Total Hours	8.00	8.00	0.00	0.00	9.00	9.25	8.75	8.00	8.00	0.00	0.00	8.00	8.00	10.00	8.50
Regular Hours	8.00	8.00			8.00	8.00	8.00	8.00	8.00			8.00	8.00	9.00	8.00
Overtime 1					1.00	1.25	0.75							1.00	0.50
Department	8.00	8.00			9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
BASE	8.00	8.00			9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
Job	8.00	8.00			9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
Absences															1.00+
Skipped Meal Period															
Settings Legend															

Pay Period: 11/1/2012 - 11/15/2012

Worked Hours	92.50
Paid Absences	1.00
Total Hours	93.50

Regular Hours	89.00
Overtime 1	4.50
Total Hours	93.50
Hours Pay	\$1,808.72
Total Pay	\$1,808.72

Department & Premium Hours

Verification: Supervisor [Redacted]

I certify that the above time card is correct.

Sample
Non-Exempt Employee

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706



Employee Pay Stub Check number: 20121121239 Pay Period: 11/01/2012 - 11/15/2012 Pay Date: 11/21/2012

Employee SSN
 [Redacted]

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	YTD Used	Available
Driver Hourly Wage	87.92	14.00	1,230.83	26,147.80	Sick		-56.00
Driver OT Hourly Wage	3.00	21.00	63.00	5,383.70	Vacation		-72.00
Holiday Hourly Wages				560.00			
Hourly Birthday Wages				112.00			
Sick Pay				336.00			
Driver Vacation Wages				672.00			
			1,293.83	33,211.50			
Taxes			Current	YTD Amount			
Federal Withholding			0.00	-344.00			
Social Security Employee			-54.34	-1,394.88			
Medicare Employee			-18.76	-481.57			
CA - Withholding			0.00	-13.94			
CA - Disability Employee			-12.94	-332.12			
			-86.04	-2,566.51			
Adjustments to Net Pay			Current	YTD Amount			
Garnishments			-50.00	-1,100.00			
Uniforms			14.55	333.96			
Union Dues				-455.00			
Loan				-150.00			
			-35.45	-1,371.04			
Net Pay			1,172.34	29,273.95			

Sample
 Employee with Commercial License

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706

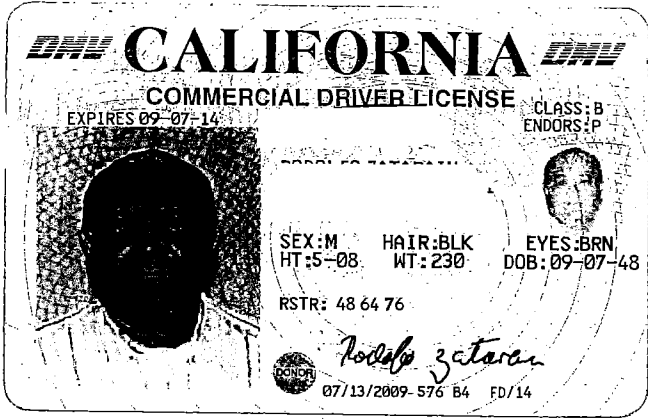


Employee Pay Stub Check number: 20121121024 Pay Period: 11/01/2012 - 11/15/2012 Pay Date: 11/21/2012

Employee _____ SSN _____

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	YTD Used	Available
Clerical Hourly Wage	88.00	18.89	1,662.32	11,603.19	Sick		24.00
Clerical OT Wage	4.50	28.34	127.53	3,174.10			
Skipped Meal Period	1.00	18.89	18.89	434.47			
Clerical Salary				24,562.50			
Vacations				189.00			
Birthday Adm				151.12			
Holiday Hourly Wages				151.12			
Clerical D.T. Wage				132.23			
			1,808.74	40,397.73			
Taxes			Current	YTD Amount			
Federal Withholding			-264.00	-4,808.00			
Social Security Employee			-75.96	-1,696.70			
Medicare Employee			-26.23	-585.77			
CA - Withholding			-66.16	-1,309.51			
CA - Disability Employee			-18.09	-403.96			
			-450.44	-8,803.96			
Net Pay			1,358.30	31,593.77			

Sample
 Non-Exempt Employee



Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION
 76. CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 LBS (GVWR)

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE
 I certify that I have examined Rodolfo Zatarain in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER <i>Kimberley Ludlow</i>	TELEPHONE <i>(714) 332-2073</i>	DATE <i>5/4/11</i>
MEDICAL EXAMINER'S NAME (PRINT) DR. KIMBERLEY LUDLOW	MD <input checked="" type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/>	Physician Assistant <input type="checkbox"/> Nurse Practitioner <input type="checkbox"/>
MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE <i>A401246/CA</i>		
SIGNATURE OF DRIVER <i>Rodolfo Zatarain</i>	DRIVER LICENSE NO. <i>48 64 76</i>	STATE CA

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE
5/4/13



DRIVER'S MEDICAL EXAM DATE
MAY 04 2011

DRIVER'S MEDICAL CERT. EXPIRES ON
5/4/13

DRIVER'S SIGNATURE
Rodolfo Zatarain

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE
 EXPIRES 12-12-13 CLASS: B
 ENDORS: P
 GILBERTO SANCHEZ
 SEX: M HAIR: BLK EYES: BRN
 HT: 5-06 WT: 164 DOB: 12-12-57
 RSTR: CORR LENS 48 64
 10/28/2009 511 C8/11 FD/13

Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTDMATIC TRANSMISSION

This License is issued as a license to drive a motor vehicle. It does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Gilberto Sanchez in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391. 41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses.
 wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER [Signature] DATE 12-20-2012

MEDICAL EXAMINER'S NAME (PRINT) DR. KIMBERLEY LUDLOW
 MD DO Chiropractor
 Physician Assistant Advanced Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE
A40146 CA

SIGNATURE OF DRIVER [Signature] STATE CA
 ADDRESS OF DRIVER _____

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE 1-20-2014

DL 51A (REV. 6/2002)



DRIVER'S MEDICAL EXAM DATE JAN 20 2012

DRIVER'S MEDICAL CERT. EXPIRES ON 1-20-2014

DRIVER'S SIGNATURE [Signature]

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: B
 EXPIRES 08-01-14 ENDORS: P

ROSALVA JUAREZ NARANJO

SEX: F HAIR: BLK EYES: BRN
 HT: 5-04 WT: 170 DOB: 08-01-66

RSTR: 48 64 76

Rosalva Juarez N
 06/23/2009 239 RB FD/14

Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION
 76. CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 LBS (GVWR)

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

DN

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Rosalva Naranjo in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable; only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date 11/17/2012 Med. exp. date 7/17/14

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT)
EDGAR J. RUSSELL D.O.

TITLE Physician MD DO Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS **5203 Lakewood Blvd. Lakewood CA 90712**

STATE MEDICAL LICENSE OR CERTIFICATE NO. 20A0100 STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 09/24/91 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 09/31/12

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 502-433-2273

DL 51A (REV. 1/2012)

7-17-12

DRIVER LICENSE NO. _____ STATE _____

DRIVER'S NAME Rosalva Juarez Naranjo

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE [Signature]

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP _____

Certification
Card

BasicPlus



CPR, AED, and First Aid
For Adults

Rosalva Juarez Naranjo

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



JOSE Guzman

Authorized Instructor (Print Name)

150621

Registry No.

05/19/2012

Class Completion Date

(562) 529-2676

Training Center Phone No.

05/19/2014

Expiration Date

142668

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion date. More frequent reinforcement of skills is recommended.

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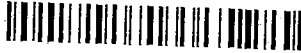
Register now at hsi.com/passport

Registration Code: 2758

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE
 EXPIRES 09-29-15 CLASS: B
 ENDORS: P
 OLGA CERVANTES
 SEX: F HAIR: BRN EYES: BRN
 HT: 5-04 WT: 160 DOB: 09-29-72
 RSTR: 48:64
 Olga Cervantes
 08/12/2010 235 RB FD/15

Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION



This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined OLGA CERVANTES in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391. 41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER _____ TELEPHONE (702) 633-2273 DATE 6/2/11

MEDICAL EXAMINER'S NAME (PRINT) DR. KIMBERLEY DUDLOW M.D. D.O. Chiropractor Physician Assistant Registered Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE A41146/CA

SIGNATURE OF DRIVER Olga Cervantes DRIVER LICENSE NO. _____ STATE CA

ADDRESS OF DRIVER _____



DRIVER'S MEDICAL EXAM DATE JUN 02 2011

DRIVER'S MEDICAL CERT. EXPIRES ON 6/2/13

DRIVER'S SIGNATURE x Olga Cervantes

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE 6/2/13

DL 51A (REV. 6/2002)

Certification
Card

BasicPlus



CPR, AED, and First Aid
For Adults

Olga Cervantes

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



JOSE GUZMAN

Authorized Instructor (Print Name)

150631

Registry No.

05/19/2012

Class Completion Date

05/19/2014

Expiration Date

(562) 529-2676

Training Center Phone No.

142668

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion date. More frequent reinforcement of skills is recommended.

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- Digital download of Student Handbook
- LearningLinks™ Refresher Scenarios
- Mobile Application Downloads
- E-mail Renewal Notification
- Rate Your Program Survey

Register now at hsi.com/passport

Registration Code: 2758

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: B
 EXPIRES 03-02-13 ENDORS: P
 RAMIRO SALAZAR
 SEX: M HAIR: BLK EYES: BRN
 HT: 5-03 WT: 148 DOB: 03-02-66
 RSTR: 48
Ramiro Salazar
 02/20/2008 235 RB FD/13

Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALLY

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Ramiro Salazar in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date FEB 24 2012 Med. exp. date FEB 24 2014

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT)
DR. KIMBERLEY LUDLOW

TITLE Physician MD DO Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS
5203 Labwood Rd Labwood

STATE MEDICAL LICENSE OR CERTIFICATE NO. A40146 STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 7-18-83 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 9-30-2012

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 502655-2273

DL 51A (REV. 1/2012)

C-A

DRIVER LICENSE NUMBER _____ STATE _____

Ramiro Salazar
 DRIVER'S NAME

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE
x Ramiro Salazar

(FOLD HERE)

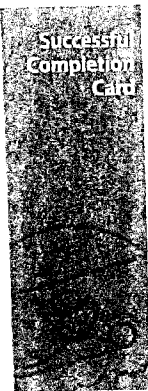
NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP _____

DL 51A (REV. 1/2012)

[Handwritten initials]



Basic CPR AND FIRST AID FOR ADULTS
Ramiro Salazar
Name
07/09/2011 07/09/2013
Issued Expires

This certifies that the individual named above has successfully demonstrated the knowledge and skill objectives for CPR and First Aid for Adults.



Instructor JOSE Guzman
 Registry Number 150621
 Training Center Phone No. (562) 529-2676
 Training Center ID 142668

MEDIC FIRST AID® Basic follows ILCOR, AHA, and ASTM recommendations and guidelines for CPR, first aid, and emergency care. Additional source authority information can be found in your *Student Guide* and at medicfirstaid.com.

Continued proficiency as a MEDIC FIRST AID Provider requires frequent retraining. This card expires as documented on the front of the card or within 24 months of issue.

© 2010 MEDIC FIRST AID International, Inc. medicfirstaid.com

To have your Successful Completion Card validated, do the following:

1. Successfully complete a MEDIC FIRST AID training class.
2. Print your name on the line provided on the front of the card.
3. Your Instructor will fill out the remainder of the card.

Sign Up for MEDIC LearningLinks!

By completing this MEDIC FIRST AID class, you can automatically receive periodic *LearningLinks* throughout your certification period. *LearningLinks* are brief, web-based segments that review emergency care topics covered during your class, helping you retain your readiness to respond to an illness, injury, or medical emergency. To register, visit medicfirstaid.com/learninglinks and use the registration code below.

1M78174021

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CALIFORNIA COMMERCIAL DRIVER LICENSE



DL [] CLASS B
 EXP 09/15/2015 END P
 LN ROMERO
 FN JORGE ALBERTO
 DOB 09/15/1978
 RSTR 64 09151978
 SEX M HAIR BRN EYES BRN
 HGT 5-06 WGT 145 LB
 DD 09/15/2005606RB/AAFD/15 ISS 10/13/2010

Jorge A. Romero

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Jorge Alberto Romero in accordance with the Federal Driver License # _____ in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41, 391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses. wearing hearing aid.
- accompanied by a _____ waiver/exemption.
- accompanied by a Skill Performance Evaluation Certificate (SPE).
- qualified by operation of 49 CFR 391.64.
- driving within an exempt intracity zone (49 CFR 391.62).

Med. eff. date OCT 09 2012 Med. exp. date OCT 09 2014

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

MEDICAL EXAMINER STATE ID NO. DR. KIMBERLEY LUDLOW

TITLE Physician (MD DO) Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS 5203 Lakewood Blvd. Lakewood CA 90712

STATE MEDICAL LICENSE OR CERTIFICATE NO. _____ STATE OF ISSUE _____

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 7-18-83 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 9-30-14

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 602-603-2013

DL 51A (REV. 1/2012)

DRIVER LICENSE NUMBER _____ STATE _____
JORGE ALBERTO ROMERO
 DRIVER'S NAME

DRIVER'S ADDRESS _____

Jorge A. Romero
 DRIVER'S SIGNATURE

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP

DL 51A (REV. 1/2012)

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: B
 ENDORS: P
 EXPIRES 10-07-14
 ROSA GUZMAN
 SEX: F HAIR: BLK EYES: BLK
 HT: 5-02 WT: 140 DOB: 10-07-68
 RSTR: 48 64 76
 Rosa Guzman
 09/17/2009 235 RB FD/14

Address Change:

48. LIMITED TO VEHICLES WITHOUT AIR BRAKES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION
 76. CL B AND PASSENGER VEHICLE ENDORSEMENT LIMITED TO BUSES WEIGHING LESS THAN 26001 LBS (GVWR)

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined the Driver License # _____ in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intrajurisdiction zone (49 CFR 391.62)

Med. eff. date APR 26 2012 Med. exp. date 4/26/14

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT)
EDGAR J. RUSSELL D.O.

TITLE Physician MD DO Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS
5203 Lakewood Blvd. Lakewood CA 90712

STATE MEDICAL LICENSE OR CERTIFICATE NO. 20A16W STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 9.24.91 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 8.31.12

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 502 633 2273

DL 51A (REV. 1/2012)

CA

DRIVER LICENSE NUMBER _____ STATE _____
Rosa Guzman
 DRIVER'S NAME

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE
X Rosa Guzman

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP

Certification
Card

BasicPlus



CPR, AED, and First Aid
For Adults

Rosa Guzman

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



JOSE GUZMAN

Authorized Instructor (Print Name)

150671

Registry No.

05/19/2012

Class Completion Date

(562) 529-2676

Training Center Phone No.

05/19/2014

Expiration Date

142668

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion date. More frequent reinforcement of skills is recommended.

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Your Instructor used our instructional materials
to teach your class.

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Registration Code: **2758**



**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

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SAFETY AND TRAINING PROGRAM POLICY AND PROCEDURE

1.0 POLICY OBJECTIVE

Empire Transportation, Inc. (Empire) is committed to delivering safe passenger transportation services to our clients. In meeting this goal it is our policy to:

- 1) Employ qualified and actively involved Safety, Training and Personnel Department (STP) staff who are capable of delivering on our program objectives.
- 2) Provide training that insures every employee enters our active workforce with the skills to be safe and successful in providing outstanding service to our clients.
- 3) Promote an attitude toward safety, which insures that our employees are safety aware while doing their jobs.
- 4) Prohibit employee actions that do not meet the safety standards outlined in this policy.

2.0 PURPOSE

The purpose of this policy is to provide STP staff with guidelines and standards for training new and existing employees to meet Empire safety standards, as well as ensure compliance with regulatory and contractual guidelines. This program is not all-inclusive of Empire's STP efforts, but instead defines minimum requirements. Each project is unique and additional areas of training should be included in accordance with local and contractual standards.

3.0 APPLICABILITY & ADMINISTRATION

These policies apply to employees responsible for the administration of the program, as well as to employees who undergo Empire training. Every member of management is required to read and become familiar with the requirements of this policy. This policy is not intended to supersede other company policies but to augment them. Thus, Empire employees are governed also by those policies and remain subject to their content.

The STP Manager shall designate at least one Behind-the-Wheel Trainer for the Company. Empire will provide the majority of driver trainee instruction at its Central Training Facility, however, refresher training may be provided at program locations. Individuals appointed to the following positions must become familiar with this program and proficient in the area(s) of training for which they are responsible, as well as the policy's general application.

- STP Manager
- Program Managers
- Classroom Instructors
- Behind-the-Wheel (BTW) Trainers
- Field Supervisors
- Lead Drivers
- Maintenance Managers

The STP Manager shall be responsible for delivering the program to these individuals and ensuring that they understand their duties and obligations under this program.

4.0 INSTRUCTOR QUALIFICATIONS

4.1 CLASSROOM INSTRUCTOR

A Classroom Instructor must have the following qualifications:

- A) License and Certification(s), as applicable to the type of vehicles and/or service being taught.
- B) Certification by the Department of Transportation, Transportation Safety Institute, to deliver the curriculum being taught.
- C) Certification by the National Safety Council to teach the defensive driving course.

4.2 BTW INSTRUCTOR

Driver trainees shall be instructed and supervised by either a Classroom Instructor, or an Empire certified BTW Trainer. Prior to the driver being released for service, an Empire certified BTW trainer must have delivered the appropriate BTW training and evaluation as specified in this policy. BTW Trainers are those who are trained and certified by the Empire STP Manager to deliver behind-the-wheel training in accordance with the Safety and Training Program.

5.0 DRIVER TRAINEE SELECTION

Every EMPIRE driver applicant shall be informed that an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) must be turned in along with his/her application. In addition to being a requirement for Empire employees who are enrolled in the DMV Employer Pull-Notice program, the printout provides invaluable information regarding an applicant's driving experience and infractions. The final decision to hire a Driver Trainee, based upon considerations identified by a motor vehicle record, will be made by a member of the senior Management team, however, at a minimum EMPIRE will not employ those whose record displays the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked Drivers License due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding seven years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.

6.0 TRAINING AREAS AND TIME REQUIREMENTS

This section is intended to define the curriculum that will be delivered to drivers before they are released for service at Empire. At a minimum, the following subjects will be taught as part of the required driver training.

Subject Area	No CDL and Passenger Endorsement	With CDL and Passenger Endorsement
Classroom Instruction		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/ Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	1 Hour	1 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
Behind the Wheel Instruction		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 – 40 Hours	4 – 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 – 32 Hours
Total Training Hours	69 – 113 Hours	32 – 60 Hours

Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.

6.1 CLASSROOM EVALUATION

At a minimum, driver trainees shall be quizzed on each subject taught, and undergo a written examination upon completion of the course. Such testing shall cover critical areas of the subject and course content and reasonably assure that the driver trainee has received adequate instruction to be proficient in these areas. A driver trainee must receive a score of no less than 75 percent on his/her final examination and no less than 75 percent average for all quizzes administered to continue to BTW training. However, any driver trainee receiving a quiz score of less than 75 percent may at the option of the company be allowed to take additional instruction and continue training, rather than be removed. A driver trainee who performs poorly during this process may be removed from training at the discretion of the Classroom Instructor.

6.2 BEHIND-THE-WHEEL (BTW) INSTRUCTION

Driver Trainees who successfully complete classroom instruction may continue to BTW training. A driver trainee who does not yet hold a CDL must have in his/her possession a valid and current Interim Commercial License, applicable to the vehicle he/she is being trained in, as well as medical clearance (DL-51a – Medical Card) during all BTW training times. In addition, evidence of a negative pre-employment drug test result must be obtained prior to undertaking BTW Instruction.

BTW instruction shall be organized around the performance requirements of the DMV for certification of commercial drivers. For drivers with existing CDL licensing this will involve:

- ✓ evaluation of performance on each applicable maneuver from Empire's Driver Trainee Performance Appraisal Form with re-training for unsatisfactory or marginal performance on specific maneuvers; and,
- ✓ practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

For new drivers who are being trained to attain CDL requirements the training will involve:

- ✓ specific training on each applicable maneuver from the Empire Trainee Performance Evaluation Form, followed by a performance test on that maneuver and a final exam which tests all maneuvers in one overall examination of the driver's performance level; and,
- ✓ continual reinforcement, throughout the training, of the practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

ROUTE/SERVICE FAMILIARIZATION training is a critical step in the overall process. Conduct of this training will vary depending on the service to which the potential driver

will be assigned but will in no instance be less than the eight hour minimum reflected in the table above, or any higher requirements specified in the client contract to which the driver will be assigned.

7.0 ONGOING TRAINING

Empire considers continued training to be crucial in maintaining safe operations. Accordingly, ongoing training is provided to ensure drivers and other staff members are continually aware of fundamental safety practices, as well as operational changes.

7.1 REFRESHER TRAINING

Empire will conduct an ongoing schedule of refresher training courses. Normally, these are held once a month, schedules permitting, for a minimum period of one (1) hour. To maintain their position at Empire all employees holding a commercial driver's license or driving a non-CDL vehicle on a client contract will be required to attend four annual refresher training sessions. Drivers operating services requiring VTT (Verification of Transit Training) certification will be required to attend eight annual refresher classes. Every staff member is required to participate in the location safety program meetings.

7.2 RETRAINING

An employee who is involved in a Preventable Accident, as defined herein, if allowed to continue employment with Empire shall undergo retraining prior to operating any service vehicle. The subjects(s) being re-taught shall be applicable to the nature of the accident, including related subjects. The STP Manager will determine the subject(s) to be taught and the timeframe required in order to ensure the driver is proficient in the area(s) where the failure occurred. Form G shall be used to document driver retraining.

A Preventable Accident is defined as follows: "Any accident that resulted when a driver failed to do everything reasonably possible to avoid it." In any accident, the STP Manager will investigate the circumstances and recommend a preventability determination for approval by a member of the Senior Management Team which is comprised of the President, Chief Operating Officer and Executive Vice President.

8.0 MAINTENANCE PERSONNEL

Maintenance personnel who will be required to operate vehicles on public roads shall be provided with driver training to include; Company Orientation and Policy; Defensive Driving; Hazardous Materials; Bloodborne Pathogens; Sexual Harassment; Body Mechanics; Emergency Procedures and; Drug and Alcohol. In addition these employees are required to have licensing as defined below.

8.1 MECHANICS

Any maintenance person who operates a vehicle, for parking or other purposes, on or off a public roadway, must have a license applicable to the vehicle he/she operates.

Said License shall include endorsement and respect all license restrictions, as prescribed by the Department of Motor Vehicles.

8.2 SERVICE WORKERS

Any service worker who operates a vehicle on a public roadway must have a license applicable to the vehicle he/she operates. A service worker who operates vehicles exclusively for the purpose of washing or parking, within a private facility only, must hold, at minimum, a valid and current Drivers License. Service workers shall be trained to safely operate any vehicle he/she may be required to move.

9.0 CUSTOMER SERVICE AND COMMUNICATIONS PERSONNEL

Empire Customer Service and Communications employees fall into two classifications; those whose responsibilities are safety-sensitive and those whose are not. Training for these employees is determined by classification.

9.1 SAFETY-SENSITIVE

Safety-sensitive employees include Dispatchers and Program Managers who are in a position to control or direct the movement of passenger transport vehicles. These employees are subject to DOT regulated Drug and Alcohol testing and, their positions require them to have a better understanding of operational safety requirements. In addition to standard customer service and phone etiquette training, safety-sensitive personnel shall be provided with driver training to include; Company Orientation and Policy; Hazardous Materials; Blood borne Pathogens; Empathy and People with Special Needs; Sexual Harassment; Body Mechanics; Emergency Procedures; Drug and Alcohol and; Radio Communications.

9.2 Non-Safety-Sensitive

Customer service representatives are not safety-sensitive, as they do not direct the movement of passenger transport vehicles. These employees shall be provided with customer service and phone etiquette training, in addition to policy orientation training, as applicable to the position.

10.0 SAFETY AND TRAINING RECORDS

Several forms will be used to document new and ongoing training of Empire employees. Training records required to meet CHP inspection requirements will be maintained at the project location. All other training records will be maintained in the employee personnel file. The STP Manager is responsible for the administration of the Safety and Training Program and holds ultimate responsibility for training record organization and accuracy. Therefore, the following original forms used in the process of training employees will be maintained by or forwarded to the STP Manager for review and distribution.

10.1 DRIVER TRAINEE PERFORMANCE EVALUATION (BTW Form)

This form is used to evaluate organize behind-the-wheel training instructions and provide a final evaluation of skills. This form is used for Drivers, as well as maintenance personnel whose positions include operating revenue service vehicles.

10.2 INDIVIDUAL TRAINING LOG

All Empire personnel shall have training applicable to their position documented on the Individual Training Log. The Log serves as the primary document to evidence any training received. The STP Manager will maintain this document.

11.0 SAFETY MANAGEMENT

11.1 RENEWAL DATABASE

The STP Manager will maintain a computer database that clearly identifies renewal dates, and other dates of significance (i.e., Driver Evaluations, etc.), for each Empire employee governed by this program. The database will be updated as required, and will be reviewed at least once per month for the purpose of planning for renewals. The STP Manager will communicate necessary renewals and other significant employee information with project managers each month.

11.2 SUPERVISION

Each Program Manager shall designate the employees responsible (which may include themselves) for ensuring safe vehicle operations, according to the program. Additional supervision may also be required as part of the local contract. The designated individuals will be responsible for completing ride checks in addition to handling project safety standards discussed in section 12 of this program.

11.3 RIDE CHECKS

Using Driver Evaluation form, each program shall perform an observed evaluation for each driver at least once a year. This evaluation allows for an objective critique of the drivers ability, as it relates to vehicle operations (i.e., the specifics of his/her job). The Driver Evaluation also may be used for unobserved ride checks, which should be carried out on a random basis to ensure safe vehicle operations in general.

12.0 SAFETY STANDARDS

The following standards have been established by Empire to ensure a common understanding of safe vehicle operation, and minimum criteria with regard to unsafe vehicle operations.

12.1 UNSAFE ACTS

Unsafe acts will be determined by the observing supervisor or lead driver and will be documented. The employee shall be issued a citation, advising them of the observed unsafe act. An employee who receives a citation may be subject to disciplinary action, up to and including termination.

12.2 PREVENTABLE COLLISIONS

The Program Manager, or other designated employee shall investigate each vehicle accident. Such investigation shall include documented factual statements, conclusions and opinions related to the cause of the collision. An employee involved in a Preventable Collision is subject to disciplinary action up to and including termination. See section 7.2 for the definition of a Preventable Accident.

12.3 WHEELCHAIR RELATED ACCIDENTS

At no time is a Wheelchair Accident, which is determined to have been preventable, permitted. An employee who is involved in a preventable wheelchair accident may be subject to immediate termination.

13.0 APPENDIX

Driver Trainee Performance Evaluation

Individual Training Log

Driver Evaluation Form

Unsafe Act Citation

Re-Training Document



DRIVER TRAINEE PERFORMANCE EVALUATION

Driver Trainee Name: _____ Project: _____
 Date BTW Started: _____ Service Type: _____

EVALUATION PROCEDURE

This segment consists of a behind-the-wheel evaluation of driving ability and defensive driving skills. The Driver Trainee starts each day with a maximum score available. Points are deducted each time the student obtains a score of less than 4. The maximum score available may fluctuate, as certain areas may not apply to the training session. For that reason the score is formulated on a percentage basis. Scoring instructions are located on page 4 of this booklet.

MAXIMUM SCORE AVAILABLE

The MSA is based on an allotted total of 4 points for each item scored. Count the amount of items scored and multiply by 4. This number represents your MSA.

RATINGS

1 = Violation 2 = Below Standard 3 = Satisfactory 4 = Good

Note: Violations ratings are only given in the event of a hazardous, unsafe or illegal maneuver. All violation ratings require explanation.

	Date	Instructor	Coach #	Wheel Time	Time		Score	Student Initial
					Daily	Accrual		
1				/			%	
2				/			%	
3				/			%	
4				/			%	
5				/			%	
6				/			%	
7				/			%	
8				/			%	
9				/			%	
10				/			%	

**DRIVER TRAINEES MUST ACHIEVE AN AVERAGE SCORE OF NO LESS THAN
75% BEFORE BEING RELEASED FROM TRAINING.**

%

SUBJECT

DAY

Pre Trip Inspection 1 2 3 4 5 6 7 8 9 10

DVIR Completion										
Pre-Exterior										
Exterior										
Tires/Rims/Lugs										
Passenger Comp.										
Emergency Exits										
Fire Extinguisher										
Operator Comp.										
Recycle W/C/ lift										

Brakes

Air Brake Test										
Hydraulic Brake Test										
Hydraulic W/Booster										
Vacuum /Hydraulic										
ABS Operation										

Transmissions

Understanding										
Operation										

Obstacle Course

Forward Stop		
Gradual Crossover		
Serpentine		
Measured Right turn		

Steering

Hand Position										
Smooth Motion										
Other										

Backing

Speed Control										
Uses Horn										
Uses Mirrors										
Straight line method										
Weaving method										
Back up Stall										
Parallel parking										

Acceleration, Braking & Stopping Distance

Engage P/Brake										
Accelerates smooth										
Maintains speed										
Initial brake depress.										
Stopping distance										
Vehicle in front										
Behind limit line										
Complete Stop										

**Lane use,
Passing, etc.**

DAY

1 2 3 4 5 6 7 8 9 10

Position Centered										
Position 6" from curb										
Position 4' from curb										
Checks mirrors										
Signals in advance										
Signals properly when passing										
Right lane usage										
Merges smoothly										

Turns

Choice of lane										
Checks mirror										
Signals in advance										
Proper set up										
Check blind spot										
Square Turn										
Uses hand over hand										
Uses hand to hand										
5mph or less when making right turn										
Monitors tail swing										
Accelerates out of										
Returns hands to 9&3 or 10&2										

Intersections

Surveys before entering										
Speed entering										
Covers brakes										
Keeps head & eyes moving										
Ensures intersection is clear										
Obeys sign/signals										
Yields for pedestrians										
Yield Right of Way										

Freeway Driving

Observes Signs and Signals										
Checks Mirrors										
Signals properly										
Scans for gap in Traffic										
Speed limit adher.										
On/off Ramp										
Merges smoothly										

Rural Driving

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

Mountain Driving

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

Curves & Hills

Signals properly																				
Checks Traffic																				
Push-pull method																				
Merges smoothly																				
Approaches curve at proper speed																				
Positions vehicle for curve																				
Maintains position in curve																				
Selects proper lane before hill																				
Uses correct gear																				
Slows when approaching crest																				
Proper braking proc. down hills																				

Night Driving

Uses High beams Properly																				
Increases following distance																				
Light blinded: Looks to edge of Road																				

Railroad Crossing

Mirror Usage																				
Signal Usage																				
Position after stop																				
Uses four ways																				
Looks & Listens																				
Merges into Traffic smoothly																				

Hostile Weather

Uses Headlights																				
Uses Wipers																				
Increase following Distance																				
Looks for Hazards																				

Narrow Streets / Traffic Circles

Continually checks side clearance																				
Under 15mph on narrow streets																				
Checks for Traffic over Shoulder																				
Merges only when safe to do so																				
Positions vehicle in exit lane early																				
Looks for lost or confused Drivers																				

Bike Racks

Knows proper method of use																				
Able to clearly explain rules & proc.																				

Wheelchair lift operation & securement

Vehicle position for boarding/deboarding																				
Operation of lift																				
Communicates to passenger																				
Conventional Sec.																				
4 point tie down																				

Service Stops / Bus Zones

Correct approach																				
Signal Use																				
Stop 3' before sign																				
6"-12" parallel																				
Engages 4-ways																				
Uses caution with Passengers in zone																				
Monitors tail swing when pulling away																				
Uses door properly																				
Warns Passenger of Hazards																				

Date	Instructor Explanation of Violation rating / Comments	Initial
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Scoring Instructions: Input all of the various ratings in their appropriate boxes for the Day/Session in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Transfer percentage to front page for review.

Day/Session #1	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #2	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #3	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #4	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #5	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #6	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #7	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #8	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #9	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #10	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

ROUTE TRAINING

DATE	ROUTE	RUN/SHIFT#	*CHECK IF IN SERVICE	TRAINER
------	-------	------------	-------------------------	---------

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

* Driver Trainee must be signed-off, licensed with applicable endorsements before driving any vehicles in revenue service!

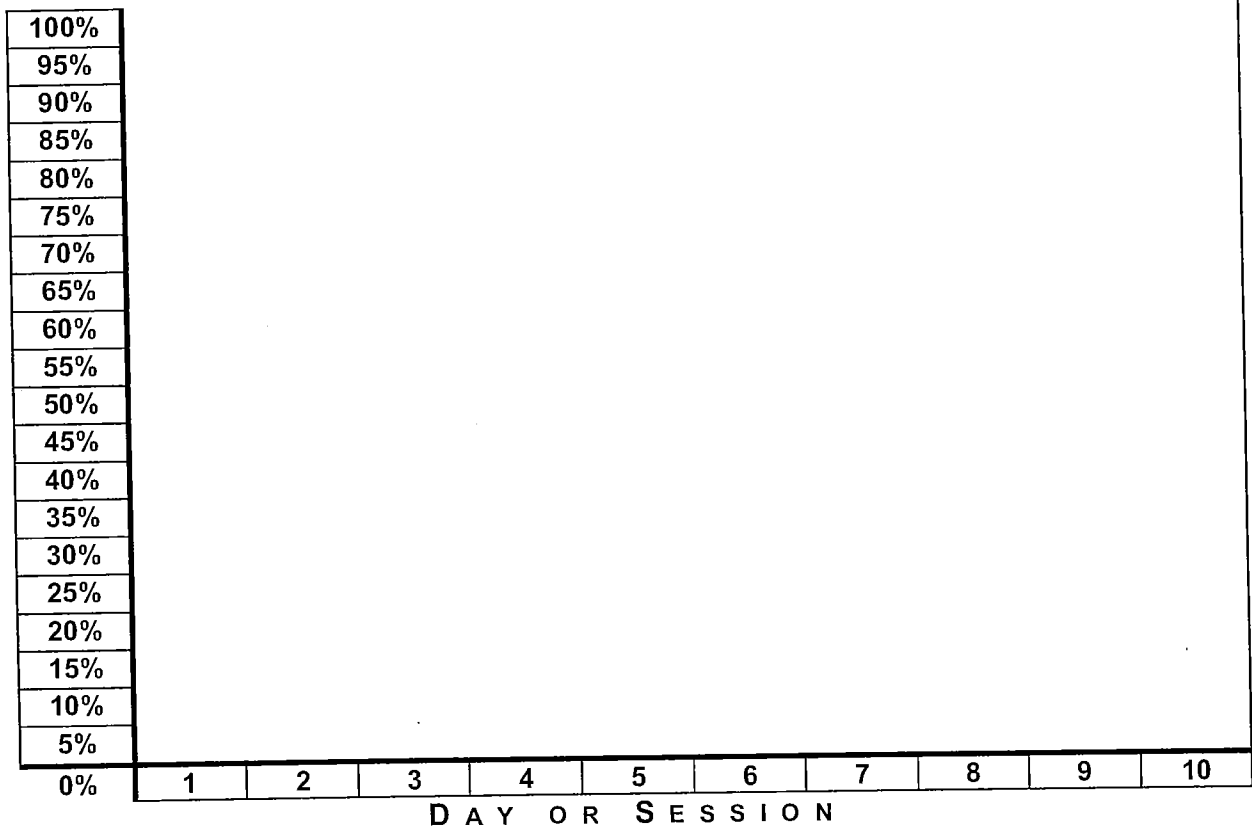
Note: In revenue service is defined as a vehicle in operation with passengers for fare.

COMMENTS

Route knowledge

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

DRIVER TRAINEE PROGRESS CHART



This chart is used to measure improvement on a progressive level for each Driver Trainee. Using a red ink pen, draw a straight line from preceding percentage scored to current percentage scored. The numbers below the chart represent the current session or day of training in question. If on first day or session, start line at the percentage reached that day on column #1.



BUS DRIVER EVALUATION

TYPE OF REVIEW: Observed _____ Unobserved _____

Driver Name: _____ Date: (PT) _____ (RC) _____

Start Time: (PT) _____ (RC) _____ Finish Time: (PT) _____ (RC) _____

Vehicle Number: (PT) _____ (RC) _____ Driver's License Number: _____

Driver's License Expiration: _____ DL 51(a) Expiration Date: _____

Supervisor's Signature: _____ Examiner's Signature: _____

<p>Input one of the following scores in each applicable Box. After, refer to reverse side for scoring instructions. Operator must achieve a score of not less than 75%.</p> <p style="margin-left: 20px;">4 = Good 3 = Satisfactory 2 = Below Standard -1 = Violation / Retraining Required</p> <p>Exceptions: A score of less than 3 in E, G, or N is cause for immediate failure of the review.</p>	<p>ANY CHECKS BELOW WILL RESULT IN IMMEDIATE FAILURE OF REVIEW:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Did not follow backing procedure.</td><td style="width: 20px; text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Failure to have valid Driver's license, DL 51(a) and required cert.</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>Improper Body Mechanics when securing mobility device.</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table> <p>SCORE ACHIEVED: Check one of the following after completing reverse side</p> <table style="width: 100%;"> <tr><td>GOOD = scored between 90% and 100%</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>SATISFACTORY = scored between 75% and 90%</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>BELOW STANDARD = scored below 75% - Operator requires retraining.</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>VIOLATION = score does not apply and operator requires retraining.</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>	Did not follow backing procedure.	<input type="checkbox"/>	Failure to have valid Driver's license, DL 51(a) and required cert.	<input type="checkbox"/>	Improper Body Mechanics when securing mobility device.	<input type="checkbox"/>	GOOD = scored between 90% and 100%	<input type="checkbox"/>	SATISFACTORY = scored between 75% and 90%	<input type="checkbox"/>	BELOW STANDARD = scored below 75% - Operator requires retraining.	<input type="checkbox"/>	VIOLATION = score does not apply and operator requires retraining.	<input type="checkbox"/>																																																																																																																																																																										
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BELOW STANDARD = scored below 75% - Operator requires retraining.	<input type="checkbox"/>																																																																																																																																																																																								
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XI. Proper call-in to dispatch: "4-point tie-down and lap restraint secured".	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																																																																																																							
<p>ADDITIONAL ITEMS FOR BUSES</p> <table style="width: 100%;"> <tr><td>A. Fire extinguisher (if required)</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>B. Passenger entry doors</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>C. Emergency Exits</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>O. Seats/Stanchions/W.C. Lift</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>E. General interior</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>F. Wheelchair lift cycle</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>G. W/C Securement devices/restraints</td><td style="text-align: center;"><input type="checkbox"/></td></tr> <tr><td>H. Interlock devices</td><td style="text-align: center;"><input type="checkbox"/></td></tr> </table>			A. Fire extinguisher (if required)	<input type="checkbox"/>	B. Passenger entry doors	<input type="checkbox"/>	C. Emergency Exits	<input type="checkbox"/>	O. Seats/Stanchions/W.C. Lift	<input type="checkbox"/>	E. General interior	<input type="checkbox"/>	F. Wheelchair lift cycle	<input type="checkbox"/>	G. W/C Securement devices/restraints	<input type="checkbox"/>	H. Interlock devices	<input type="checkbox"/>																																																																																																																																																																							
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Examiner's Remarks: _____

Driver's Comments: _____

Driver's Signature: _____

Route/Timetable adherence

Location	arrival time	departure	scheduled

SCORING INSTRUCTIONS:

Input all of the various ratings in their appropriate boxes for each category in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Complete area below by adding "MSA's" and "Totals from all applicable categories. Divide "Totals" by "MSA" and input percentage into highlighted box.

	Score	Calculation	
PRE-TRIP INSPECTION			
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

	Score	Calculation	
RIDE CHECK			
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

	Score	Calculation	
WHEELCHAIR CHECK			
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

Total Score Achieved
Maximum Score Available
Percentage Achieved

(Refer to "Score Achieved" located on front page for further instructions.)



Unsafe Act Citation

Employee Name: _____ Date: _____

The company has the right to terminate your employment immediately if you have been involved in an unsafe act. In this case we have determined that your actions would not result in immediate termination and instead you are being issued this citation as a warning that you are in violation of the Empire Safety and Training Program policy, as described in Section 12.1 – Unsafe Acts.

This is your _____ warning of violation.

State the date and nature of prior warnings, if applicable.

1. _____

2. _____

As a reminder, further violations may warrant disciplinary action, up to and including termination.

Description of Unsafe Act: _____

Observing Supervisor: _____

Supervisor Signature: _____ Date: _____

You are urged to act upon this information by correcting any/all behavior related to the nature of this citation.

Employee Comments: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File Copy to Location Training File and Employee



Retraining Document

Complete this section and provide copy to employee

Employee Name: _____ Date: _____

You are scheduled to receive additional training on _____ as a result of:

Preventable Accident Failed Evaluation Unsafe Act

You are required to report to (circle one) your project instructor / Central Training at _____ (time) on the above date. Failure to attend may result in further disciplinary action, up to and including termination.

Complete this section during and following completion of employee re-training

Subject(s) covered: _____

Time spent in Class: _____ Time spent Behind-the-wheel: _____

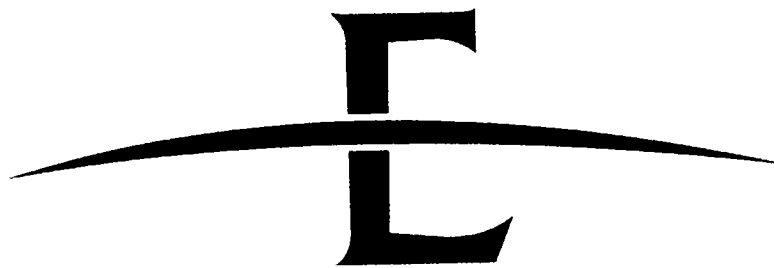
Instructor Comments: _____

Instructor Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File
 Copy to Location Training File and Employee

**System Security and Emergency
Preparedness Plan
(SSEPP)**



EMPIRE
TRANSPORTATION, INC.

Glossary of Terms

- Emergency:** A situation which is life threatening to passengers, employees, or other interested citizens or which causes damage to any transit vehicle or facility or results in the significant theft of services and reduces the ability of the system to fulfill its mission.
- Fatality:** A transit-caused death that occurs within 30 days of the transit incident.
- Injury:** Any physical damage or harm to a person that requires immediate medical attention and hospitalization.
- Safety:** Freedom from danger.
- Security:** Freedom from intentional danger
- Security breach:** An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.
- Security incident:** An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but may result in minor loss of revenue.
- Security threat:** Any source that may result in a security breach, such as vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.
- System:** A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training) which are integrated to perform a specific operational function in a specific environment.
- System security:** The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.
- System security management:** An element of management that defines the system security requirements and ensures the planning, implementation, and accomplishments of system security tasks and activities.

System security program:

The combined tasks and activities of system security management and system security analysis that enhance operational effectiveness by satisfying the security requirements in a timely and cost-effective manner through all phases of a system life cycle.

Threat:

Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.

Threat analysis:

A systematic analysis of a system operation performed to identify threats and make recommendations for their elimination or mitigation during all revenue and non-revenue operation.

Threat probability:

The probability a threat will occur during the plan's life. Threat probability may be expressed in quantitative or qualitative terms. An example of a threat-probability ranking system is as follows: (a) frequent, (b) probable, (c) occasional, (d) remote, (e) improbable, and (f) impossible.

Threat resolution:

The analysis and subsequent action taken to reduce the risks associated with an identified threat to the lowest practical level.

Threat severity:

A qualitative measure of the worst possible consequences of a specific threat:

- **Category 1 - Catastrophic.** May cause death or loss of a significant component of the transit system, or significant financial loss.
- **Category 2 - Critical.** May cause severe injury, severe illness, major transit system damage, or major financial loss.
- **Category 3 - Marginal.** May cause minor injury or transit system damage, or financial loss.
- **Category 4 - Negligible.** Will not result in injury, system damage, or financial loss.

Unsafe condition or act:

Any condition or act that endangers life or property.

Vulnerability:

Characteristics of passengers, employees, vehicles, and/or facilities that increase the probability of a security breach.

Background

The terrible tragedy of September 11, combined with nation's continuing war on terrorism, has created a heightened threat environment for public transportation. In this new environment, the vulnerabilities of public agencies and the communities they serve to acts of terrorism and extreme violence have greatly increased. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, Empire Transportation, Inc. has developed this System Security and Emergency Preparedness (SSEP) Program Plan. This SSEP Program Plan outlines the process to be used by our company to assist our transit clients in making informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, we hope to achieve not only an effective physical security program, but also to enhance our coordination with our transit agency clients and local and regional law enforcement agencies. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies.

In order to be effective, the activities documented in this SSEP Program Plan focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

→ Goals

The SSEP Program provides our company with a security and emergency preparedness capability that will:

- ⇒ Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of personnel; the procurement and maintenance of equipment; the development policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies
- ⇒ Promote analysis tools and methodologies to encourage safe system operation through the identification, evaluation and resolution of threats and vulnerabilities, and the on-going assessment of our capabilities and readiness

- ⇒ Create a culture that supports employee safety and security and safe system operation (during normal and emergency conditions) through motivated compliance with rules and procedures and the appropriate use and operation of equipment

→ Objectives

In this new environment, every threat cannot be identified and resolved, but we can take steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, our SSEP Program has five objectives:

- ⇒ Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized companies around the nation.
- ⇒ Increase and strengthen community involvement and participation in the safety and security of our system.
- ⇒ Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities.
- ⇒ Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues.

Philosophy

Empire Transportation, Inc. hopes to ensure that, if confronted with a security event or major emergency, our personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all personnel to identify security threats and vulnerabilities associated with our operations, and to develop controls to eliminate or minimize them. The SSEP Program also requires process for:

- ⇒ Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations, and
- ⇒ Identifying a process for integrating our resources and capabilities into the community response effort to support management of a major event affecting the community.

Empire management expects all employees, especially those working directly with passengers, to support the SSEP Program.

Division of Responsibilities

All Personnel

All Empire employees must understand and adopt their specific roles and responsibilities, as identified in the SSEP Program, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEP Program, all personnel must participate by:

- ⇒ Immediately reporting all suspicious activity, no matter how insignificant it may seem, to their immediate manager or dispatcher;
- ⇒ Immediately reporting all security incidents
- ⇒ Using proper judgment when managing disruptive passengers and potentially volatile situations
- ⇒ Participation in all security and emergency preparedness training, including drills and exercises
- ⇒ Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity
- ⇒ Accurately completing all appropriate reports.

Chief Operating Officer

After insuring coordination with our clients, the Chief Operating Officer (COO) has the overall authority to develop and execute the company's SSEP Program. Ultimate accountability for implementation of the SSEP Program rests with the COO. In addition, the COO is responsible for the following specific activities:

- ⇒ Ensuring that sufficient resources and attention are devoted to the SSEP Program, including:
 - Development of standard operating procedures related to employee security duties;
 - Development and enforcement of safety and security regulations;
 - Development emergency operating procedures to maximize transit system response effectiveness and minimizing system interruptions during emergencies and security incidents;
 - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies.
- ⇒ Development of an effective notification and reporting system for security incidents and emergencies.
- ⇒ Designating a Point of Contact (POC) to manage the SSEP Program for each client agency.
- ⇒ Communicating security and emergency preparedness as top priorities to all employees.

- ⇒ Developing relations with outside organizations that contribute to the SEPP Program, including local public safety and emergency planning agencies.

SSEP Program Points of Contact (POC)

To ensure coordinated development and implementation of the SSEP Program, the COO has designated each Program Manager as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEP Program. Each POC, who reports directly to the COO for SSEP purposes, has been granted the authority to utilize resources to develop the SSEP Program and Plan, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The POC has the responsibility for overseeing the SEPP Program on a daily basis. The POC will be the direct liaison with their operators and dispatchers, regarding the Program. The POC will also serve as the Empire's primary contact with their client agencies and associated public safety authorities. To the extent that liaison is necessary with state and federal agencies, the COO will serve as the lead liaison for the company.

In managing this Program, the POC will:

- ⇒ Be responsible for successfully administering the SSEP Program and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives.
- ⇒ Review current project safety, security and emergency policies, procedures, and plans, and identifying needed improvements.
- ⇒ Develop and implement plans for addressing identified improvements.
- ⇒ Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees.
- ⇒ Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness.
- ⇒ Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness.
- ⇒ Ensure performance of at least one emergency exercise annually.

Supervisors

Supervisors are responsible for communicating the company's security policies to all employees. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to operations personnel in a manner that encourages them to incorporate SSEP practices into their everyday work. The specific responsibilities of supervisors include the following.

- ⇒ Having full knowledge of all standard and emergency operating procedures.
- ⇒ Ensuring that drivers make security and emergency preparedness a primary concern when on the job.
- ⇒ Cooperating fully with the SSEP Program regarding any accident investigations as well as listening and acting upon any security concerns raised by the drivers.
- ⇒ Immediately reporting security concerns to the POC.

In addition, when supporting response to an incident, supervisors are expected to:

- ⇒ Provide leadership and direction to employees during security incidents;
- ⇒ Handle minor non-threatening rule violations;
- ⇒ Defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Make decisions regarding the continuance of operations;
- ⇒ Respond to fare disputes and service complaints;
- ⇒ Respond to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance;
- ⇒ Complete necessary security related reports;
- ⇒ Take photographs of damage and injuries; and
- ⇒ Coordinate with all outside agencies at incident scenes.

Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- ⇒ Take charge of a security incident scene until the arrival of supervisory or emergency personnel;
- ⇒ Collect fares in accordance with company policy (if applicable);
- ⇒ Attempt to handle minor non-threatening rule violations;
- ⇒ Respond verbally to complaints;
- ⇒ Attempt to defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Maintain control of the vehicle;
- ⇒ Report all security incidents to company dispatch;
- ⇒ Complete all necessary security related reports; and

- ⇒ Support community emergency response activities as directed by company policies and procedures.

Other Personnel

Other personnel supporting our operations also have responsibilities for the SSEP Program.

Dispatchers are expected to:

- ⇒ Receive calls for assistance
- ⇒ Dispatch supervisors and emergency response personnel
- ⇒ Coordinate with law enforcement and emergency medical service communications centers
- ⇒ Notify supervisory and management staff of serious incidents
- ⇒ Establish on-scene communication
- ⇒ Complete any required security related reports
- ⇒ Provide direction to on-scene personnel

Mechanics are expected to:

- ⇒ Report vandalism
- ⇒ Report threats and vulnerabilities of vehicle storage facilities
- ⇒ Provide priority response to safety and security critical items such as lighting
- ⇒ Maintain facility alarm systems

Threat and Vulnerability Identification

The primary method used by our operations to identify the threats to our transit systems and the vulnerabilities of the system is the collection of incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors.

Information resources include the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
 - Crimes against persons
 - Crimes against property
 - General incidents
- Disposition of incidents (same as disposition of call for service)

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency - To ensure that employees know how and when to use security equipment
- System effectiveness - To evaluate security by employing security system exercises.

Evaluation

The SSEPP is a “living document” and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate Empire personnel to constantly evaluate the effectiveness of the SSEPP as well as implementation. The SSEPP POC’s will work with their respective clients to ensure that the SSEPP is evaluated for effectiveness on at least an annual basis. The tools and checklists that follow will provide the basis for conduct of these regular evaluations.

Points of Emphasis

1. **Awareness** - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. **Communication** - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. **Screening** - Develop and implement systems for identifying and controlling visitor access to the building.
4. **Inspection** - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. **Procedures** - Instruct all personnel, particularly telephone switchboard or reception personnel or Call Center personnel, on what to do if a bomb threat is received.
6. **Surveillance** - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. **Lighting** - Make sure that all of the facility's access points are well-lit.
8. **Systems Awareness** - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.
9. **Local Authorities** - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. **Contingency** - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

System Security Considerations

- ☑ Security Plan established, which addresses all operations modes and contracted services
- ☑ System security responsibilities and duties established
- ☑ Personal safety awareness/education programs for passengers and employees and community outreach
- ☑ Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
- ☑ Contingency SOPs developed; drills and table-top exercises conducted for extraordinary circumstances, including – terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot / Domestic unrest; Catastrophic natural events; and System-wide communications failure
- ☑ Planning, coordination, training and mutual aid agreements with external agencies (state, local police, MTA, etc.)
- ☑ Security SOPs reviewed on a regular basis and updates made as needed to Security Plan
- ☑ Security equipment installed, inspected, and maintained to monitor trespass activities
- ☑ Data collection established for all security issues / incidents; analysis performed and recommendations made; document control established, including follow-up
- ☑ Security risk/vulnerability assessments conducted, documented and reviewed
- ☑ Contingency plans for loss of electrical power and radio or phone communications
- ☑ Standard Operating Procedures for critical incident command, control, and service continuation/ restoration
- ☑ Security training provided to all staff levels (from front-line "eyes and ears" concept to professional level security training)
- ☑ Background checks on employees and contractors (where applicable)
- ☑ Regular assessments of employee security proficiencies conducted
- ☑ Employees issued quick reference guidelines for security situations
- ☑ Emergency contacts list developed / current / and responsibilities for call-outs identified
- ☑ Visitor, deliveries and contractor facility access procedures developed / visible identification required
- ☑ Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
- ☑ Agency employees identifiable by visible identification and/or uniform
- ☑ Policy and procedures in place for facilities key control.

SUMMARY

As a transit service contractor, we have a supporting role in the development of an effective SSEPP. The primary responsibility is with our government agency clients. As a result our success will be mixed; some of our clients will ignore the threats which will make our efforts more difficult and less successful. Some of our clients will try to develop plans without our involvement which will make their success less likely. Some of our clients will embrace this effort and welcome your participation which will make the effort the most effective. Our job is to make the effort in every case.

Appendix A Vehicle Safety Program Implications

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
1	MANAGEMENT COMMITMENT	<ul style="list-style-type: none"> ➤ Safety Policy Statement 	<ul style="list-style-type: none"> ✓ MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM
2	COMPLIANCE RESPONSIBILITIES	<ul style="list-style-type: none"> ➤ Chief Operating Officer ➤ Drivers, mechanics and others operating agency vehicles (and volunteers) ➤ Vehicle Accident Prevention (VAP) Committee ➤ Safety incentive program(s) 	<ul style="list-style-type: none"> ✓ EXPANDED TO ADDRESS SSEP PROGRAM ✓ CREATION OF SSEP PROGRAM POINT OF CONTACT (POC)
3	DRIVERS – INITIAL HIRE	<ul style="list-style-type: none"> ➤ Qualifications ➤ Initial Training ➤ Application ➤ Interviews ➤ Physical Requirements ➤ Age ➤ Knowledge of English ➤ Driver Licensing ➤ Operating Skills ➤ Criminal Record Checks ➤ Ability to perform simple math ➤ Reasonable knowledge of the service area and ability to read basic maps ➤ A road test given by a designated Agency Supervisor is required ➤ A written driving skills test is required 	<ul style="list-style-type: none"> ✓ COMMITMENT TO ADDRESS SSEP ISSUES IN HIRING
	QUALIFICATIONS		<ul style="list-style-type: none"> ✓ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY, SECURITY AND EMERGENCY PROCEDURES

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	DRIVER INITIAL TRAINING	<ul style="list-style-type: none"> ➤ Agency Policies and Procedures ➤ Federal and State Guidelines and Regulations ➤ Pre and Post Trip Inspections ➤ Vehicle Familiarization ➤ Basic Operations and Maneuvering ➤ Special Driving Conditions ➤ Backing ➤ Bad Weather ➤ Boarding and Alighting Passengers ➤ Defensive Driving Course (DDC) ➤ Passenger Assistance Training – DRIVE Training ➤ On Road 	<ul style="list-style-type: none"> ✓ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE AND POST TRIP INSPECTIONS
4	DRIVERS – ONGOING SUPERVISION AND TRAINING	<ul style="list-style-type: none"> ➤ Training - refresher/retraining ➤ Evaluation and supervision ➤ Motor vehicle record checks ➤ Annual physical examination ➤ Safety meetings ➤ Seat-belt usage ➤ Discipline/recognition ➤ Preventable accidents/injuries 	<ul style="list-style-type: none"> ➤ ADDITIONAL REFERESHER TRAINING AND "PROFICIENCY TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES ✓ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION

5	<p style="text-align: center;">EMERGENCY DRIVING PROCEDURES</p>	<ul style="list-style-type: none"> ➤ Emergency driving procedures ➤ Accident causes <ul style="list-style-type: none"> ○ Slippery road surfaces ○ Driving at night ○ Driving through water ○ Winter driving ○ Driving in very hot weather ➤ Vehicle breakdowns and unavoidable stops ➤ Vehicle fire/evacuation ➤ Hold up/robbery ➤ Natural disasters <ul style="list-style-type: none"> ○ Tornado ○ Flood procedures - vehicle 	<ul style="list-style-type: none"> ✓ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY RESPONSE TO A MAJOR EVENT OR EMERGENCY ➤ EMERGENCY TRAINING AND EXERCISING
6	<p style="text-align: center;">PASSENGER SAFETY</p>	<ul style="list-style-type: none"> ➤ General guidelines ➤ Seat-belts ➤ Child safety seats ➤ Mobility device securement and passenger restraint systems ➤ Difficult passengers ➤ Medical condition ➤ First aid ➤ Bloodborne pathogens/infection control 	<ul style="list-style-type: none"> ✓ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS ✓ CLARIFICATIONS REGARDING FIRST AID AND BLOODBORNE PATHOGENS/INFECTION CONTROL

<p>7</p>	<p>VEHICLES & EQUIPMENT</p>	<ul style="list-style-type: none"> ➤ Vehicles & equipment ➤ Preventive maintenance ➤ Program development ➤ Preventive maintenance needs ➤ Preventive maintenance program ➤ Format for preventive maintenance program for transit vehicles ➤ Master vehicle service and repair record – maintenance history ➤ Preventive maintenance intervals <ul style="list-style-type: none"> ○ A Level Inspection ○ B Level Inspection ○ C Level Inspection ➤ Pre & post trip inspections ➤ Emergency equipment on vehicles and usage ➤ Use of emergency equipment on vehicles ➤ Vehicle procurement <ul style="list-style-type: none"> ○ Exterior ○ Visibility ○ Interior ➤ Vehicle security ➤ Vehicle safety in and around the shop or yard 	<ul style="list-style-type: none"> ✓ EXPANSION OF VEHICLE SECURITY PROCEDURES ✓ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING ➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY
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8	ACCIDENT MANAGEMENT	<ul style="list-style-type: none"> ➤ Accident documentation packet ➤ Accident notification procedures – driver responsibility ➤ Accident investigation – management responsibility ➤ Accident investigation kit ➤ Reconstruction & analysis ➤ Drug and alcohol tests ➤ Media relations and crises communication after an accident 	<ul style="list-style-type: none"> ✓ ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY ➤ ADDITIONAL TOOLS FOR MEDIA RELATIONS
9	INSURANCE CLAIMS AND LITIGATION MANAGEMENT	<ul style="list-style-type: none"> ➤ Dealing with adjusters ➤ Dealing with attorneys – ours/theirs 	<ul style="list-style-type: none"> ➤ ADDITIONAL CONSIDERATIONS FOR COVERAGE
10	DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	<ul style="list-style-type: none"> ➤ Record keeping ➤ Keeping informed <ul style="list-style-type: none"> ○ Websites ○ Publications 	<ul style="list-style-type: none"> ➤ ADDITIONAL REPORTS FOR SECURITY-RELATED INCIDENTS

Appendix B Bomb Threat Procedures

Bomb Threat Procedures

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

Steps to Be Considered

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Use of other disaster or emergency procedures do not address all the issues raised by a bomb threat.

For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely reoccupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with the following steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Step 1: Threat Reception

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.

The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, which is included on the Bomb Threat Checklist which should be available to all personnel whose regular job is phone intake.

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians.

Step 2: Threat Evaluation

Two basic descriptions of threats can be identified:

Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."

Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

- Notify law enforcement (whether internal transit police and/or security or local law enforcement)

- Notify management personnel

- Initiate the search procedure

- Search before evacuation of personnel (employee search)

- Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

- Radio communication cannot be used (it may detonate the device)

- The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more

effectively during the search. A system that utilizes the employees – after evacuations have been ordered – should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
- A prevailing threat of terrorist activity is high

Step 3: Search Procedure

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A printed facility schematic should be identified for each major transit facility. Wherever possible, the facility should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. The facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be “crossed off” the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be in a level that relates to the perceived threat level:

An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.

The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

Outside Facility Areas	Inside Facility
<ul style="list-style-type: none"> Trash cans Dumpsters Mailboxes Bushes Street drainage systems Storage areas Parked cars Shrubbery Newspaper Stands 	<ul style="list-style-type: none"> Ceilings with removable panels Overhead nooks Areas behind artwork, sculptures and benches Recently repaired/patched segments of walls, floors, or ceilings Elevator shafts Restrooms Behind access doors In crawl spaces Behind electrical fixtures In storage areas and utility rooms Trash receptacles Mail rooms Fire hose racks

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes to immediately bring their vehicles to a safe location, unload passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

Step 4: Locating an Unidentified Suspicious Package

If an unidentified or suspicious object is found, all personnel should be instructed (1) to leave the object in place DO NOT MOVE IT and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)

Assignment of someone familiar with the building and the area where the object is located to meet the police/bomb team/fire fighter personnel on their arrival (in the event that they have been called)

Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

Improvised Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:

Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable).

Falling structural material.

Flying debris (especially glass).

Asphyxiation (lack of oxygen).

Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave).

Bomb fragments.

Burns from incendiary devices or fires resulting from blast damage.

Inhalation of toxic fumes resulting from fires.

The following are four general rules to follow to avoid injury from an IED:

Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion

Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation

Keep away from glass windows and materials that could become flying debris

Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized

Step 5: Evacuation Procedure

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
- Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

Step 6: Re-Occupation of Station/Facility

Re-occupation of the building is a decision that must be made by an appropriate management or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

Step 7: Training

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

Conclusion

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

Bomb Threats

By Phone – If you receive a bomb threat by phone you should

Stay Calm

Activate phone recording if available

Listen carefully, take notes of exact words

Keep the caller talking

Get as much of the following information as possible. It is likely the caller will not give the specifics, but engaging in conversation with the person may cause the caller to reveal things. If possible signal a supervisor, write a note or have a hand signal that will be recognized, in the office to call the police while you're on the line and notify them of what is occurring.

Also listen carefully and take note of any of the following: You are looking for hints about who the person is, where they were when they made the call. If you see caller id write that down immediately.

By Mail –

- Place all papers and envelopes with the threat in a bag or large envelope (clear plastic preferable). Pick it up at the edge.
- Do not handle the letter or envelope unnecessarily. It may contain fingerprints that can be used for evidence. And do not allow anyone else to touch unless senior management authorizes it.
- Preserve the document for the police and fire departments.

After the threat has been received. (By phone or mail)

- Contact the emergency response units. (911)
- Notify the senior manager on site.

The senior manager will determine if the building should be evacuated, and take control of management of the situation.

Do not share everything with everyone. Go immediately to the supervisor or project manager to give them the information. Do not share it with the coworkers around you as you may cause unnecessary panic.

Bomb Threat Checklist

Exact time and date of call: _____

Exact words of caller: _____

Voice

- Loud
- High Pitched
- Raspy
- Intoxicated
- Soft
- Deep
- Pleasant
- Other
- Raspy
- High Pitched
- Loud

Accent

- Local
- Foreign
- Race
- Not Local
- Region
- Local
- Foreign
- Race
- Not Local
- Region

Manner

- Calm
- Rational
- Coherent
- Deliberate
- Righteous
- Angry
- Irrational
- Incoherent
- Emotional
- Laughing

Background Noise

- Factory Machines
- Bedlam
- Music
- Office Machines
- Mixed
- Street Traffic
- Trains
- Animals
- Quiet
- Voices
- Airplanes
- Party Atmosphere

Language

- Excellent
- Fair
- Foul
- Good
- Poor
- Other
- Pleasant
- Other
- Raspy

Speech

- Fast
- Distinct
- Stutter
- Slurred
- Slow
- Distorted
- Nasal
- Lisp
- Other

Familiarity with Threatened Facility

- Much
- Some
- None

Questions to Ask the Caller

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

Observations

If the voice is familiar, whom did it sound like?

Were there any background noises?

Telephone number call received at:

Person receiving call:

Additional Comments:

Appendix C Reporting Criminal Activity

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify dispatch, if you are driving a vehicle, or your supervisor, if you are at a facility. If directed by dispatch or the supervisor, contact local police. Report as much information as possible including:

Activity: What is happening? (Use plain language. Avoid assumptions. Stay with facts.)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is “moving,” describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

Document to be used in training of drivers, dispatch personnel.

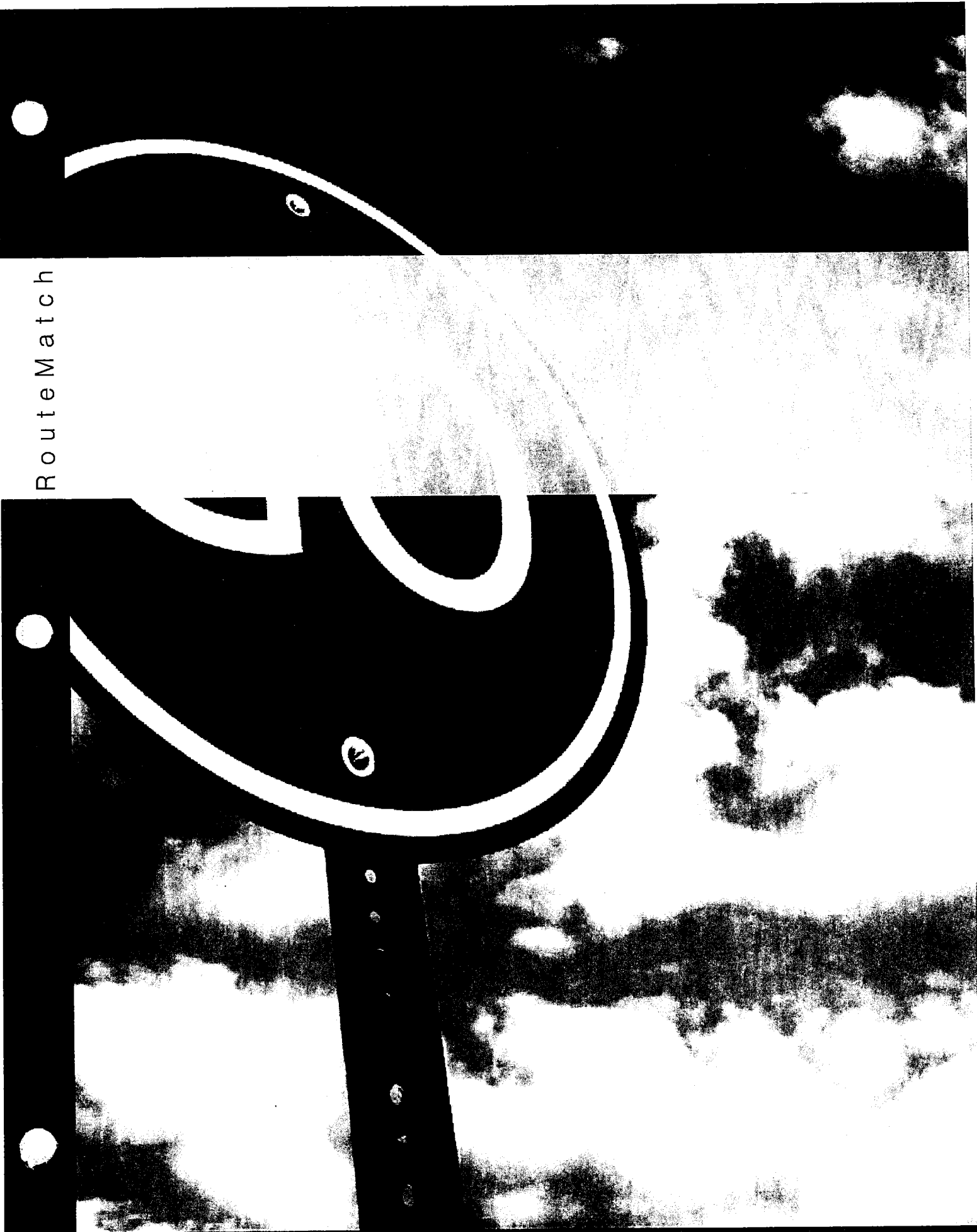



RouteMatch
Software

Your Single Source for
Complete Transportation Technologies



RouteMatch





one platform.
one database.
one support center.



End-to-End

Just Switch On What You Need, When You Need It.

We understand that in today's environment, resources are strapped and ridership demands fluctuate. RouteMatch provides technologies that allow you to quickly adapt to changes and **lessen the operational load** - so you and your staff can do the job more efficiently and effectively.

RouteMatch brings a "**vigorous and fully integrated**" passenger and transportation technology solution that spans demand response, fixed route, mobility management, mobile data solutions, traveler information services, and fleet management.

Applying more than a decade of transit experience and the industry's most **sophisticated algorithms**, RouteMatch provides transit agencies and government and private organizations with the necessary components to have a single, comprehensive System of Record. Jump-starting and expanding passenger and transportation initiatives have never been easier. You get **full flexibility** at every touch point.

The End Goal?

Greater **operational efficiencies**. Happier riders. Engaged staff. Smarter vehicles. Improved coordination. Sustainable technologies. **Real cost savings**.

And, you don't only get high impact technologies. You get **a team who will stick with you**, every step of the way.

Why RouteMatch?

Technology You Can Count on...and So Much More.



“ Denver RTD has worked with RouteMatch for more than three years to implement various new technologies, and we've been impressed with the steadfast support from the team. By using RouteMatch's newest technologies, we've gained visibility into our data. This significantly improves decision making and operations management. ”

Bence Abel, Assistant General Manager, Denver RTD

1 One Point of Customer Support:

RouteMatch dedicates an in-house team of customer support and technical specialists to our customers; they are available 24/7. They answer questions about technologies, provide guidance on best practice troubleshooting techniques, and make sure transit agencies leave with what they need. RouteMatch's executive management team has a pulse on the well-being of each agency and keeps abreast of major issues and milestones.

2 Top Training:

From day one, RouteMatch offers complimentary weekly training webinars on product and industry-specific sessions. We fully invest in an annual User Conference to encourage peer networking and provide one-on-one consultations. A dedicated customer portal is always available to you.

3 Made in the USA:

When a transit agency or government organization chooses RouteMatch as their technology partner, it also means they - and the federal or state funds they may use - are supporting American technology, and creating jobs in America.

4 Mobility Management Experts:

RouteMatch is a national partner for the Mobility Services for All Americans (MSAA) initiative. RouteMatch has multiple statewide contracts and is also a provider of technologies for the U.S. Department of Veterans Affairs. We have worked with numerous transit agencies on their regional, inter-agency and statewide coordination efforts, applying strong project management skills and collaboration across all stakeholders.

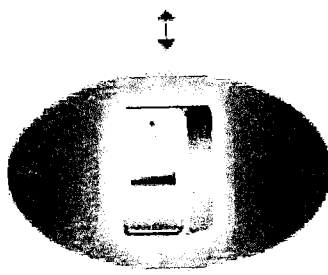
5 Fairness & Friendship:

Too many times, transit agencies approach procurement by checking off features and functionality without the opportunity to get to know the people. At RouteMatch, we have been in business for more than 10 years, and understand the everyday and long-term pressures transit agencies face, the value of innovation and resourcefulness, and being accountable. We are with you for the long haul.

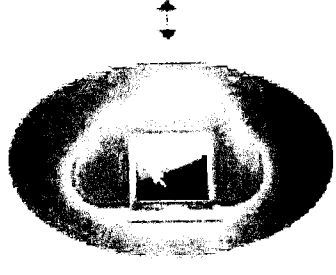


RouteMatch Management Platform

Demand Response Fleet Route and Traveler Information Systems

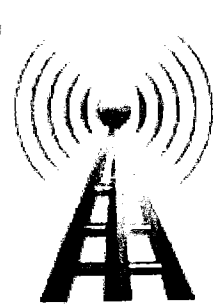


Deployed Through Servers on Premise

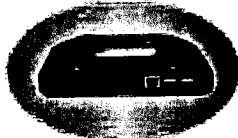


Deployed Through Cloud Services/Hosted

and/or



Automated Passenger Counter (APC)



Vehicle Logic Unit (VLU)



Mobile Internet



Navigation



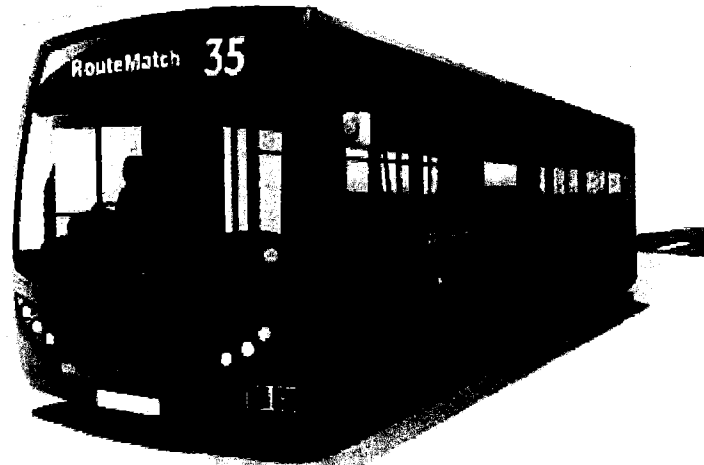
Automated Voice Announciators (AVA)



Tablets for Transit



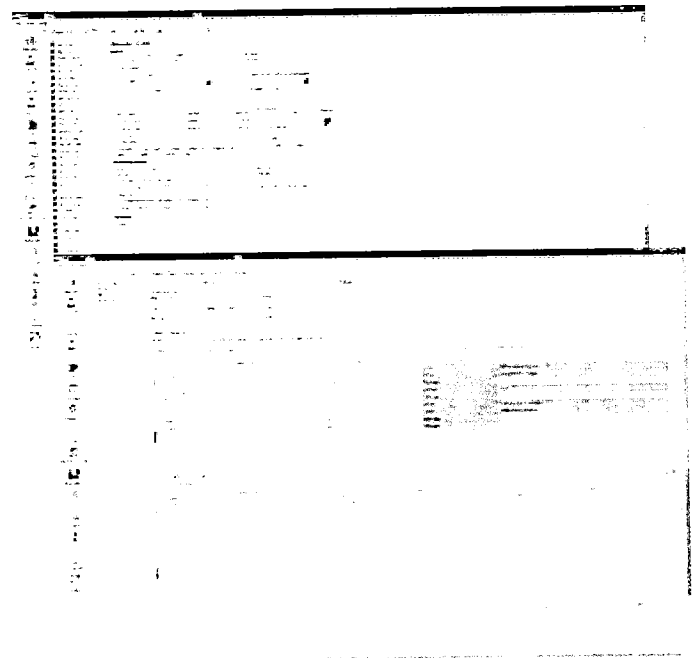
Fare Box



Demand Response

RouteMatch Demand Response helps transit agencies more effectively manage their demand response, paratransit, or non-emergency medical transportation. RouteMatch delivers assistance and automation at every step of the process so transit agencies can achieve operational efficiencies and better serve their community of riders.

- ✓ Capture and store detailed customer information such as service eligibility, drivers, vehicles, and all associated addresses.
- ✓ Take trip requests and perform on-line scheduling, negotiate, or further optimization using RouteMatch Advanced Scheduling Engine (RSE).
- ✓ Add new service parameters and funding sources.
- ✓ Create multiple standard, custom and ad hoc reports and adhere to National Transit Database (NTD) Reporting guidelines.
- ✓ Automatically calculate receivables using the advanced RouteMatch Billing Engine (RBE).
- ✓ Pull manifests, invoices, and service reports with intuitive standard and ad-hoc reporting wizards.
- ✓ Integrate seamlessly into Fixed Route, Mobile Data Devices and other intelligent transportation technologies.
- ✓ Automate capacity checks.
- ✓ Plan and build "What If" scenarios and statistics reports.

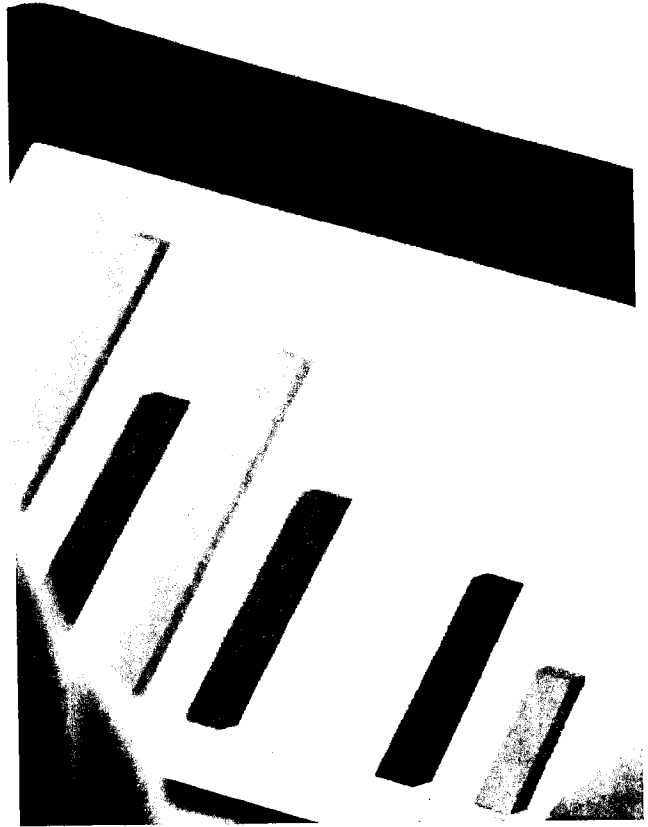


Gain quick access to schedule, trip, and customer information in order to improve daily operational decision making.

Dispatchers can create "Data Views," allowing each dispatcher to have a custom screen that specifically meets the type and mode of dispatch they use.

Peak Performance

- ✓ Use multiple mapping tools with professional map cartography.
- ✓ Perform manual schedule overrides.
- ✓ Create and manage runs and routes.
- ✓ View scheduled trips, unscheduled trips, and unscheduled runs/routes for assignments. Print proposed route lines or turn-by-turn driving directions.
- ✓ Schedule parameter and optimization tuning that defines time windows, on-board factors, optimization priorities, travel times, congestion, equipment assignments, and load/unload calculations to model the transportation schedules and network.
- ✓ Enter data and schedule validation for equipment.
- ✓ Generate reports including "no shows," unscheduled trip reports, trip summary reports, and many others.



Complete Billing, Simplified

RouteMatch offers a powerful billing engine which supports a single transit agency or multiple service delivery organizations. Each funding source can have multiple "billing rules," or rules that define the contract rates for transportation. These billing rules may differ based on the requirements of the funding source.

- Supports simple and very complex billing and cost allocation rules.
- Automatically assigns proper billing rule to each trip based on trip properties.
- Incorporates standard detailed and summary invoices.
- Automates time-consuming reconciliation processes.
- Serves as a foundation for fully-allocated cost models to accurately determine real costs for service.
- Graphical user interface to manage and design new billing rules and models.
- Streamlines month-end billing process to minutes per month.

“ The RouteMatch billing engine has more than paid for itself. What used to take us a month now takes us a minute. It's cut down on errors and helped handle verifications and no shows. It's 'click, click' and you are done. ”

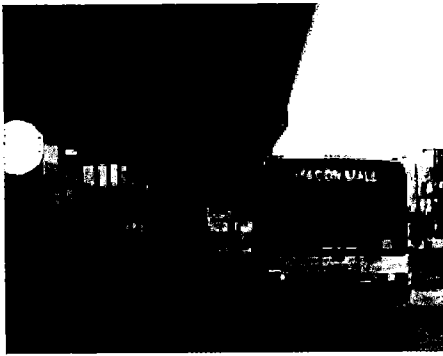
- Tim Jaynes, Director of Transportation, First Tennessee Human Resource Agency

Fixed Route

With RouteMatch Fixed Route, we deliver and train you on all components and stand behind what we deliver. You have a single point of contact.

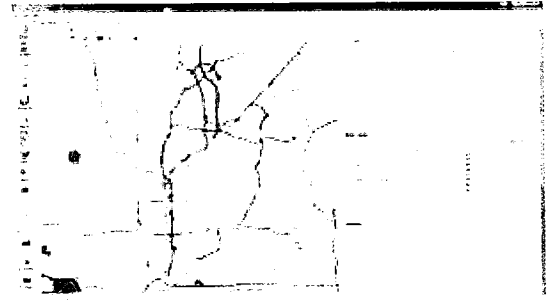
RouteMatch's intuitive system scales and excels at integrating fixed route management, schedule adherence and dispatching.

Need to view paratransit and fixed route simultaneously? You can easily do so with RouteMatch Software in a unified dashboard all from one system.



Advanced Dispatching and Verification

- Dynamically dispatch by managing day of service and system performance at the system, route, trip and stop level.
- Create routes and patterns and assign multiple patterns to a single route.
- Edit and insert bus stops, time points and way points.
- Gain proactive alerts of route performance including late, early and on-time routes.
- Easily filter and format data views.
- Configure dispatch alerts.
- Color code pattern and define stop attributes.
- Automate messages between dispatchers and vehicles.
- Perform run-cutting and driver rostering.
- Generate ETA-based call out reminders.
- Quickly sort, filter and search for information.



Robust Schedule and Route Management

- Handle priority messages.
- Schedule adherence and alerts.
- Generate trips, including headways.
- Display schedule at fixed route—view all route lines and vehicles.
- View a timetable grid format for every run, break and stop.
- Allow for set schedules such as holidays and events, etc. (run as an exception to the rule of normal service).
- Auto log and separate fare types.
- Integrated accidents and incidents modules.
- Data Management and Standard Reporting.

Deviated Fixed Route

Within the RouteMatch integrated platform, vehicles can be added as a Fixed-Route, Paratransit, or a "Mixed Mode" vehicle which straddles both.

You can see fixed-route stops on your Mixed Mode vehicles, making it easy to manually assign paratransit runs and trips where they fit in to your fixed-routes.

gain maximum flexibility – so you can put your vehicles where they make the most sense.

Powerful. Flexible.



Real-time Computer Automated Dispatching

Real-time data collected on the vehicles can be sent to Dispatch within seconds.

Real-time location, speed, incidents, vehicle health, and on-time performance are instantly analyzed and transformed into management information.

- ✓ Update system route, trip and stop level schedule adherence.
- ✓ Calculate downstream schedule impacts.
- ✓ Trigger dispatch alerts, such as when vehicles are speeding ten miles above posted speed limit.
- ✓ Create incident records.
- ✓ Provide information for dispatchers to make same-day schedule appointments.
- ✓ Proactive dispatch decision-making based on accurate real-time data.

This results in optimal dispatching and scheduling efficiency.

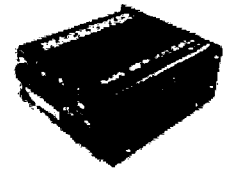
“ We can easily see when same-day cancellations or adjustments need to be made. Knowing where each vehicle and passenger is at all times allows us to quickly slide passengers into vehicles, or group routes. This means we can accommodate more passenger requests, even if they are unplanned. ”

Patricia Barnett-Hide, Superintendent of Operations, Athens Transit System

Integrated Peripherals:

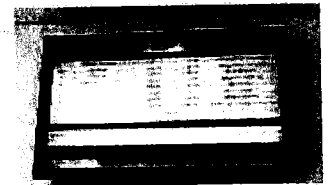
Automated Voice Annunciators (AVA) and Next Stop Signs:

RouteMatch offers a system which stores pre-recorded announcements and text messages for the next stop. Voice tone, gender and dialect are available for selection, and alternate languages can be recorded. Ad hoc recording of announcements, entry of text messages, and maintenance are hassle-free.



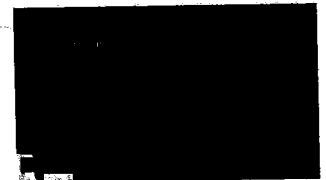
Signage and Kiosks:

Signage offers transit agencies an opportunity to deliver information to riders and the general public such as scheduled route data, real-time route data, and next stop information.



Outdoor Transit Center LED Signs:

Ideal for high pedestrian areas, this provides traveler information at the wayside.



Automated Passenger Counters (APC):

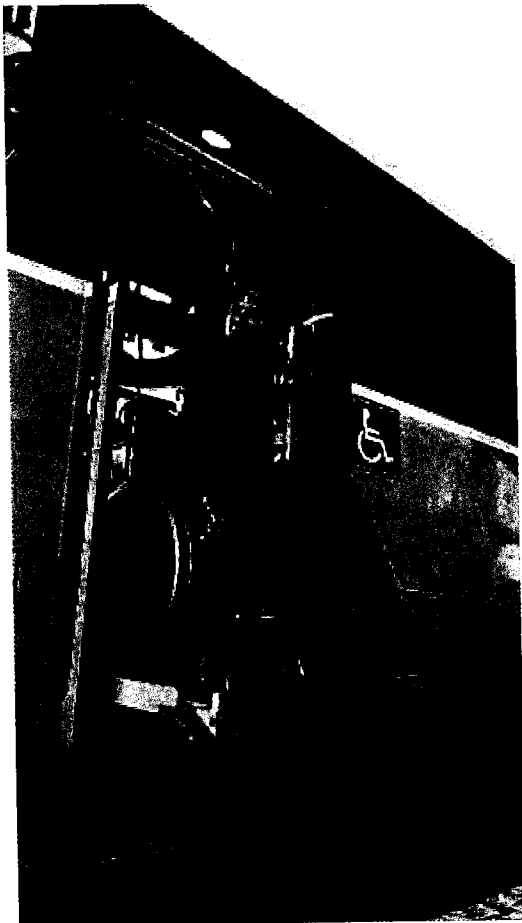
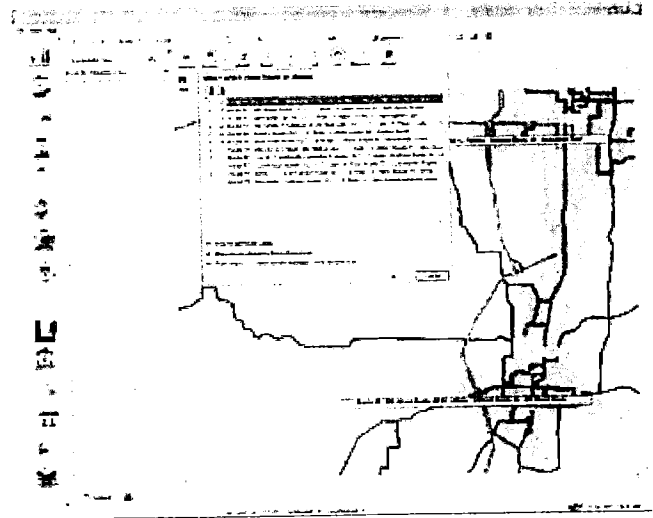
Automated Passenger Counters allow transit agencies to capture data in real-time. Collected passenger count information is stored directly to the RouteMatch CAD/AVL database and directly feeds to reports.



Mobility Management

Today's transit agencies no longer operate on an island. Closing service gaps and leveraging resources are common challenges that must be overcome.

Organizations on the RouteMatch platform have enhanced opportunities to work together. Trips crossing geographic boundaries, extended distances, or simply exceeding vehicle capacity can be offered to other providers in real-time. This increases the likelihood that service is available and reduces costs for the community as a whole.



Pioneers in Coordination

RouteMatch has helped pioneer transportation coordination in the transit market. In fact, RouteMatch is involved in the Mobility Services for All Americans project that focuses directly on coordination between multiple systems.

Tools for Sharing Data

RouteMatch has developed a custom data interchange using XML which compiles defined data you deliver to other agencies.

RouteMatch's Coordination Module helps multiple systems post and accept trips to and from a shared Web portal.

“ We now average 300 trips a month that were denials, that we're now able to give trips to. Before, there was no way to fill in a hole for someone who had been denied a trip. Now we can fill in those gaps and deliver better service to our riders. **”**

- Lisa Buzer, Dispatch Supervisor,
Via Mobility Service

Proven. Multi-Modal.

Delivery

- Managing the Day of Service
- On Time Performance
- Integration with Demand Response, and Fixed Route System
- Transfer Protection
- Real Time Awareness of Vehicles, Drivers and Riders
- Real Time and Planned Deviations
- Cloud Services and/or on Premise Deployment

Coordination with Multiple Agencies

- Serve Unmet Needs
- Automate Trip by Trip Coordination
- Handle Multiple Funding Sources / Extending the Service Area
- Leverage Local and Regional Resources
- Higher Modes & Special Transportation Needs

Multi-modal Service Delivery

- Streamline Reservation Process
- Standing Order and Subscription Management
- Trip Edit Audit Logs

ADA Compliance

- ADA Trip by Trip Eligibility
- ADA Conditional Eligibility Tracking
- ADA Trip Negotiation
- ADA Process Auditing
- Multi Modal and Multi Service Integration

Schedule and Provider Coordination

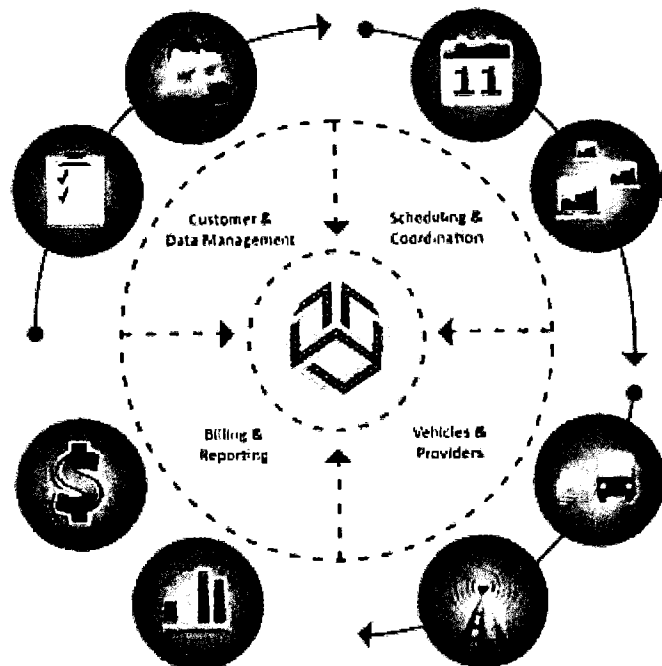
- Automate Schedule and Route Assignment
- Automate Provider Assignment
- Paratransit to Fixed Route Integration
- Flex Route Deviation Support

Call Center Automation and Web Access Options

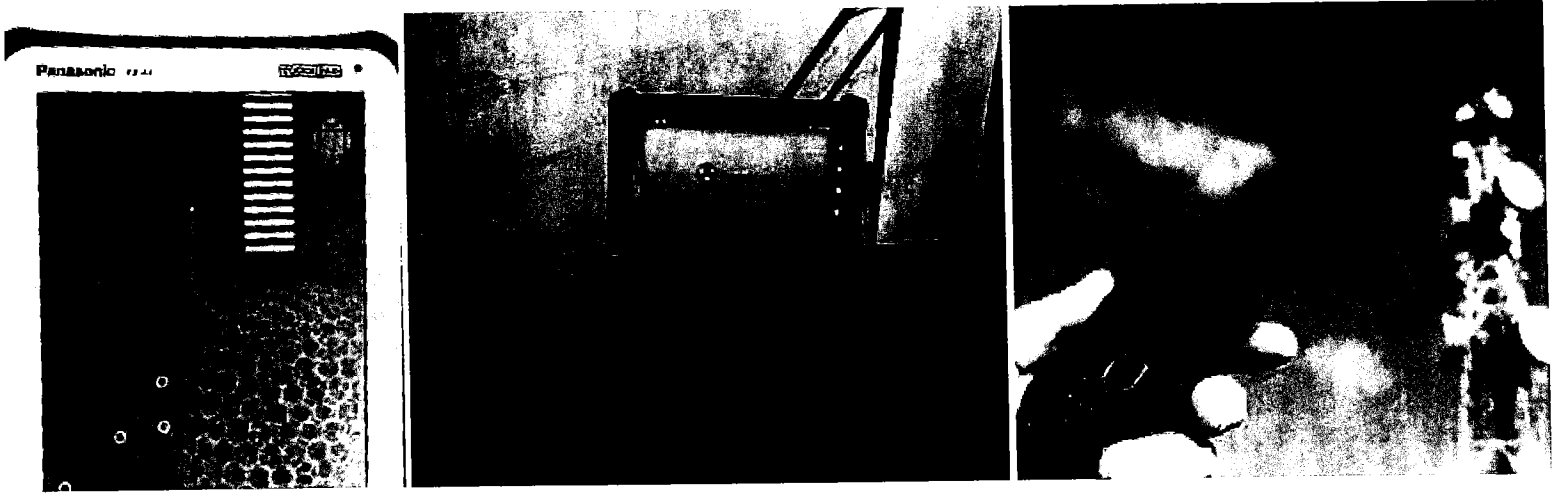
- Automate Call Center Communications and Workflows
- Monitor, Collect, and Analyze Call Center Contact Statistics
- Support Customer Trip Alerts and System Notifications
- Integrate the RouteMatch Interactive Voice Response (IVR)
- Integrate Customer Web Portal technologies to offer web-based reservations

Reservations & Scheduling

- Providing Options at the point of service
- Eligibility & Certification
- Arrival & Departures
- Curb / Door
- Wait Times
- Assistance Needs
- Special Needs



Last Mobile Options



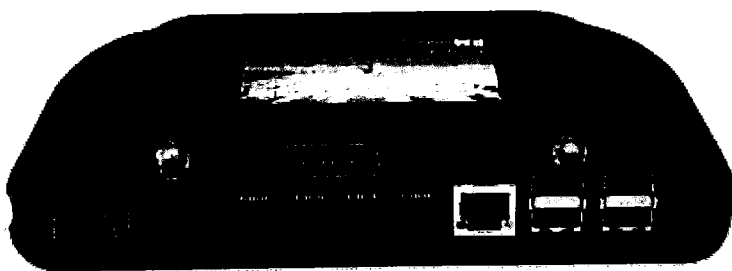
Offering More and Diverse Mobile Data Device Options - Mix and Match

Being hardware and network carrier agnostic, RouteMatch offers multiple types of solutions in its expanding portfolios of diverse mobile offerings to help transit agencies automate data collection, mobile communication, in-vehicle navigation, and emergency response capabilities.

RouteMatch applies deep industry knowledge, work flow, and customer feedback to bring best-of-breed mobile software and hardware solutions to transit agencies.

Visibility into Everything - All from One Location.

Drivers can manage multiple devices and peripherals with a single sign on. Dispatchers can manage system operations from a single console.



Powerful Vehicle Logic Unit (VLU)

RouteMatch's VLU, RMVelocity, is a central communications platform specifically designed for in-vehicle installation. RMVelocity supports all peripherals installed in the vehicle and can provide regulated power to them, bringing more control and protection over your equipment.

RMVelocity seamlessly integrates into RouteMatch's Android-based Mobile Data Systems and an integrated WiFi router can turn your vehicle into a mobile hot-spot. This enables drivers to capture and send data through their devices even when outside of the vehicle.

Installation is hassle-free. The small "black box" can be mounted discreetly under the dashboard, seat, or in the trunk of the vehicle, safely out of the way of the driver but easily accessible to the vehicle technician.

Real-time vehicle tracking, status monitoring, and vehicle diagnostics have never been easier.

More Affordable. More Convenient.

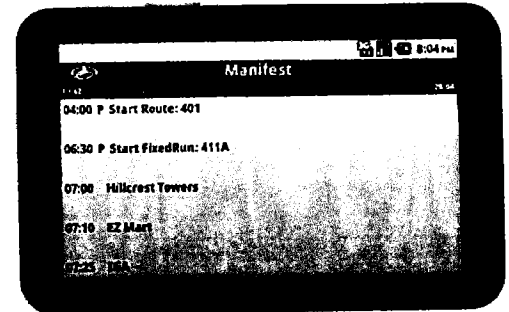
Tablets offer remarkable hardware and software affordability and scalability. RouteMatch offers both commercially available, ruggedized tablets as well as enterprise grade ruggedized tablets.

Why Use Commercially Available Mobile Data Devices?

- Low cost
- Quick replacements
- Easy to deploy technology
- Scalability – Hardware can be purchased off the shelf

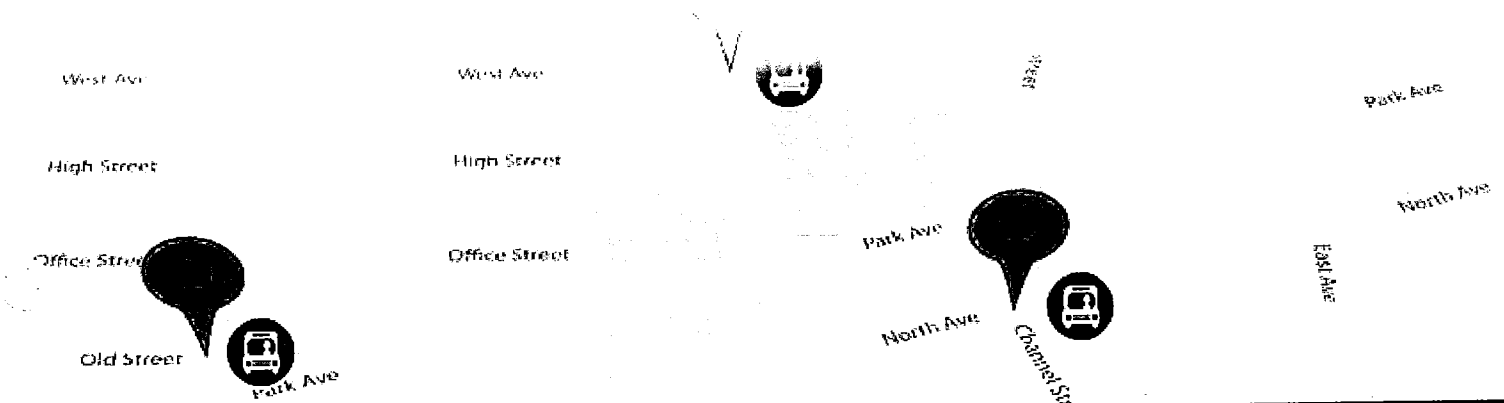
Offering Immediate Benefits

- Increase safety and security through GPS reporting
- Reduce vehicle layover and non-revenue dead-head miles
- Monitor on-time performance
- Access and update customer manifests
- Navigation
- Perform pre and post health inspections
- Go paperless
- Take photos for insurance claims
- Capture odometer readings and mileage
- Capture billing information



“ We really think that ruggedized consumer devices are the next wave. We look at them as we would laptops. The tablets are very accessible and the performance and durability have been good. When pre-loaded with RouteMatch's software, they have really helped us establish more proper routing options and help us do our jobs. ”

- Marc Hall, Transit Director
Pipstone Transit



Fleet Management



More than Vehicle Tracking

RouteMatch Fleet provides tools to manage the integration of on-board peripheral devices. Through our Tablet-based in-vehicle devices and our vehicle logic units, fleet managers can collect meaningful data such as GPS locations, vehicle health information, and vehicle motion details.

This information is returned to RouteMatch's route management module, in real-time, and can be viewed by dispatchers.

Automatic event alerts can be sent to warn drivers and supervisors of work violations through real-time messaging, SMS text messages, and email notifications.

The information can be stored in the RouteMatch Data Warehouse for AVL playback, advanced reporting, business intelligence, and third party system integration.

Visibility & Intelligence = More Productive Fleet

- **Maintain and Manage Drivers, Fleets, Vehicles, and Assets**
- **Plan and Optimize Vehicle Routing**
- **Modify Driver Behavior & Improve Driver Safety**
- **Dispatch, Locate Vehicles, and Monitor Fleet Performance** in Real-time through automation, customizable data views, automated vehicle location (AVL) and geofencing
- **Conduct Vehicle Telematics and Prognostics** for engine health checks and monitoring idling, speeding, and emissions
- **Manage Incidents and Accidents**
- **Gain Access to Business Intelligence and Data Mining** including vehicle utilization, on-time performance, route history, event log, vehicle health, and speeding
- **Improve Customer Service** through Real-time Predictive Arrival smartphone applications, SMS text alerts, email alerts, web portals, and interactive voice response (IVR)

Achieve 10-20% Increase in Vehicle Utilization



Save on Vehicle Operating Costs



Lower Fuel and Maintenance Costs



Reduce Labor Hours



Improve Safety



Improve Fleet and Route Accountability



Boost Customer Service and Communication



Enhance Operational and Management Decision Making

More Control.

City and County Fleet Managers and Public Works Directors	<ul style="list-style-type: none"> → Manage entire fleet with one application. → Tie disparate systems together for greater value.
State Agency Fleet Managers	<ul style="list-style-type: none"> → Take state labor restrictions into consideration when optimizing driver work. → Improve vehicle safety with pre and post trip vehicle inspections.
Federal Fleet Managers	<ul style="list-style-type: none"> → Gain feedback on fleet usage for future planning and strategizing. → Consolidate reports to provide complete fleetwide transparency.
Utilities	<ul style="list-style-type: none"> → Access robust routing and navigation tools for fleet optimization. → Provide drivers with feedback through operator reports and driver scorecards.
Commercial Vehicle Operators (CV0)	<ul style="list-style-type: none"> → Maximize bottom line by minimizing costs and optimizing resources.



Smart Functionality

Technology changes, and RouteMatch keeps up. With a large research and development crew in place, we continuously bring you more value so you can take advantage of the latest technology innovations.



Interactive Voice Response (IVR) – Phone Access for Trip Management

With an automated phone reservations system, you can increase ridership access and reduce demands on staff. Riders can book, confirm, cancel and check the status of trips. Web-based reports capture trends in call volume and handling.



Incidents Module – Accident and Complaint Tracking

The Incidents Module systematically tracks issues to encourage resolution and potentially reduce insurance costs and legal claims. Conveniently view reports on accidents by driver or by vehicle and attach documentation—such as police reports or damage estimates—and maintain electronic copies.



Certification Module – Centralized Eligibility Management

Proper interview processing is essential for complying with Americans with Disability Act (ADA) certification requirements, along with various other service offerings. With RouteMatch, you can automatically capture data to confirm and document completion for government audits, saving staff time and effort.



Data Interchange Utility – Mass Data Importing and Exporting

At RouteMatch, we believe in an open architecture. We can pull large amounts of information into, or out of, the RouteMatch system. Transfers can be run on a one-off or a scheduled basis to facilitate connection with other open systems.

“ Our call center complaints have gone down from 125 complaints per month to 15 complaints per month, and call waiting has gone down from eight minutes to one and a half minutes. This frees people up so they can do other things. ”

- Ray Woodall, Transportation Broker, Planner, Wake County Human Services

Automated Vehicle Location (AVL) Playback



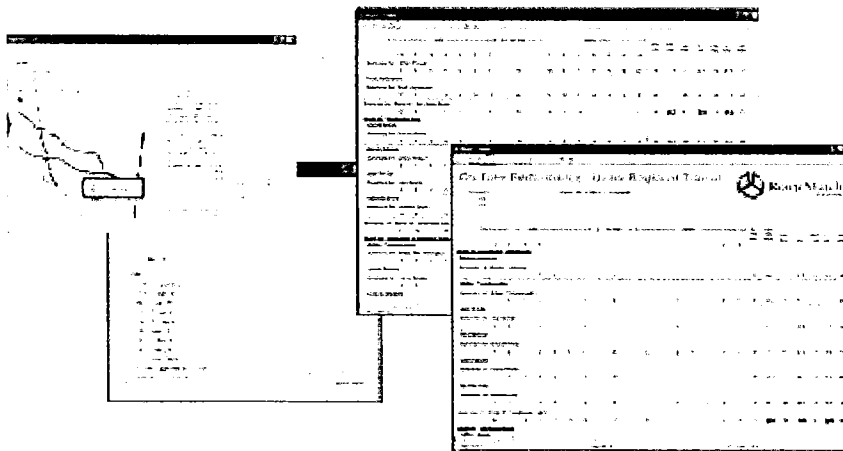
Do you need to capture where your vehicle is at all times for accountability, to audit rider complaints, or for risk management?

For both paratransit and fixed route, agencies can take advantage of RouteMatch's Automated Vehicle Locator (AVL) Playback module which allows you to view historical data that was captured during a vehicle's run using a mobile data device.

Details such as the path the vehicle traveled and the stops the vehicle made along the way are displayed on the map. This can be done by selecting dates, single or multiple routes, speed, or a map.

Intelligent Reporting and Analysis at Your Fingertips

Reporting can often take an organization hours, days or weeks to complete. With RouteMatch, you gain an executive dashboard and multiple reporting and analysis tools to monitor, analyze and report on real-time vehicle operations. RouteMatch offers more than 20 standard reports to handle your most pressing and strategic needs.



- NTD Reporting
- Productivity reporting
- Operational statistics
- Scheduled adherence reporting
- On time performance
- Passenger counts
- Driver paddles
- Ad hoc and custom reporting

Need to integrate with a third party system? Our export functionalities give you flexibility to get you there.

Deployment: Your Choice of On-Premise or Cloud Services



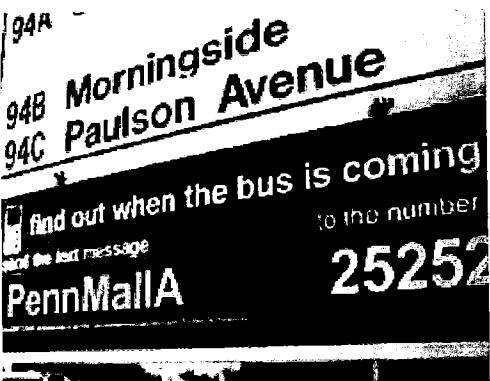
Unlike many transit technology providers, RouteMatch provides you with the opportunity to deploy technology on premise at the site location or via Cloud Services. Regardless of deployment choice, **the data is the transit agency's to keep and access at any time.**

In a Cloud Services environment, transit agencies gain a convenient platform for accessing, inputting and sharing data from one central location through the Web. This model provides flexibility and the ability to easily distribute applications over large, multiple locations with minimal impact on performance. For most agencies without dedicated IT staff, this enables **easier management** and cost savings. With this option, there are fewer hardware requirements and more convenient upgrades.

Sometimes, organizations choose the server route for internal management or compliance. RouteMatch will work to ensure that transit agencies choose servers that have the appropriate storage capacity and specifications to handle your data.

Whichever option you choose, we will work with you and provide you with the **flexibility** you need for hassle-free implementations and upgrades, high performance, and **long-term sustainability.**

Traveler Information Systems



With ETA readily available through RouteMatch's mobile data systems, you can take advantage of RouteMatch's integrated traveler information system, RouteShout.

It's your ticket to improved passenger communications giving you a full multi-modal approach.

RouteShout blends the most technologically advanced real street network data, real-time GPS information and predictive analysis algorithms to pull, convert, and push real-time information to riders.

The integrated and multi-modal system allows organizations to overcome public perceptions of inconvenience and schedule irregularity which are often chronic challenges, helping riders both pre-plan and make on-the-spot travel decisions.

Scheduled or real-time arrival times can be accessed at point of pick-up, or while en route to a bus stop via:

- Mobile Phones
- The Web
- Kiosks and Electronic Signage
- Automated Notifications

Organizations can also use RouteShout to notify customers of disruptions, route or schedule changes via text alerts or through notification calls using integrated interactive voice response (IVR) technology. This helps lower volume of phone calls into call centers and the costs of printing paper schedules.

“ We've seen our ridership increase 11% last year, and attribute much of that to RouteShout. We have also reduced our costs printing schedules by 75%... RouteShout helps with communicating reliability. It's comforting for riders to know the bus will be there at their stop. ”

- John Kanyan, Executive Director, Indiana County Transit Authority



Real-time. Happier Riders.

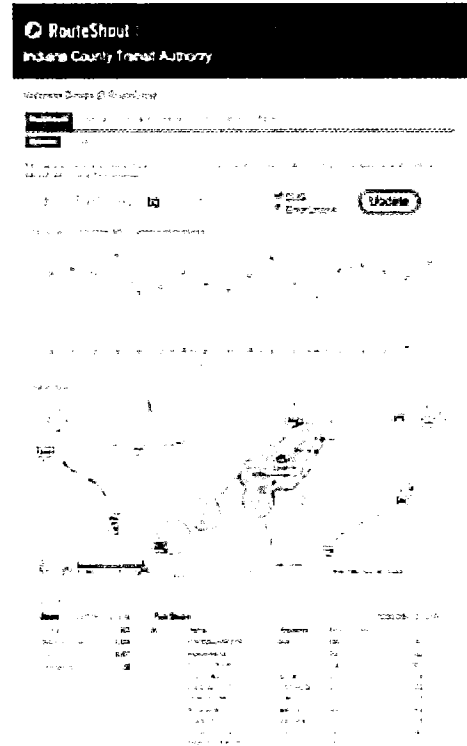
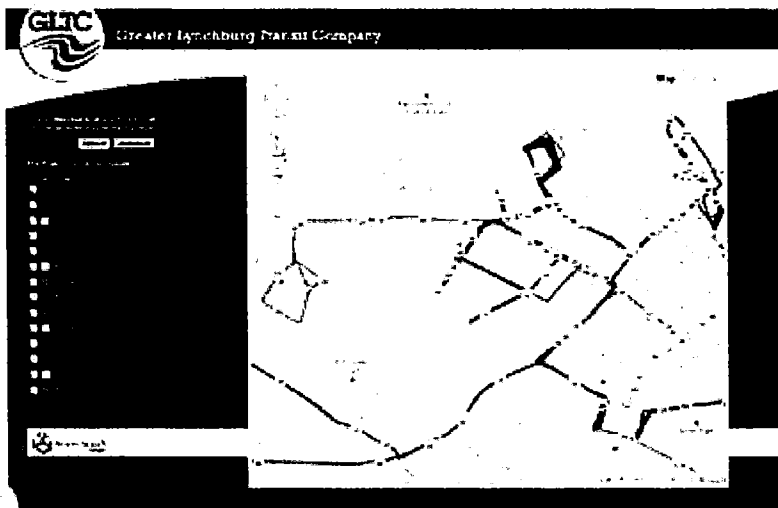
The RouteShout Customer Web Portal supplies riders with 24/7/365 access to transit information. The technology supports a secure, web portal that delivers information, such as your agency's fixed route schedule, a link to the Google Transit Trip Planner, and real time status of Fixed Route vehicle locations.

The Web Portal can also be used as a booking tool, so passengers can book rides, and information can be sent back to dispatching.

Designed to Reflect Your Agency's Brand

Due to RouteMatch's open architecture, the design of the RouteShout Customer Web Portal is completely customizable for your agency's look and feel.

RouteMatch also recognizes that not all agencies have marketing resources readily available to design the RouteShout Customer Web Portal. RouteMatch has an internal Marketing team, with qualified and creative designers, that can help you tailor it to create an engaging, professional web page at no cost to your agency.



The RouteShout Customer Web Portal Provides:

- ✓ Real-Time Vehicle Location
- ✓ Speed
- ✓ Heading
- ✓ Automatic Refresh
- ✓ Stop Points
- ✓ Scheduled and Estimated Arrival Times
- ✓ Subscription Alerts

“The RouteShout Customer Web Portal is a terrific enhancement for our riders, and it has helped alleviate some specific challenges. Our clients have been thankful for this new service.”

- Tony English, District Manager, Anchorage Transit

Discover innovative passenger and
transportation management technologies.

RouteMatch.com

info@routematch.com

404.876.5160



Standard Report Descriptions

Manifest

- **Driver Manifest**

The Driver Manifest is a list of all customer trips for a selected vehicle. The manifest displays pickup and drop-off times and locations along with customer and trip information you select. It also contains data-entry fields for drivers to enter trip times and odometer readings. This report can be generated for both scheduled and actual data, grouped by driver or run, and organized by stop time, trip time, or 'will call.'

- **Trips Summary**

The Trips Summary report lists scheduled or actual trips for the chosen date. The report does not show garage stops and scheduled breaks, but shows trip data such as customer name, pick-up and drop-off time and location.

Mobile

- **Driver Directions**

The Driver Directions report provides point-to-point directions from the garage-stop to each stop on a Driver Manifest. This report can be printed to support the Driver Manifest. The Map Window and Show Route Lines must be active (from the Views icon) in the Scheduling module to generate the report.

- **Failed Messages – Currently not active**

The Failed Messages report displays text messages sent to or from a vehicle which were never received. This report is organized by vehicle and displays message data like the message sent, date/time sent, and who sent the message.

- **Messages by Dispatch – Currently not active**

The Messages by Dispatch report is an easy way to see dispatcher text messages and the drivers' responses. This report is organized by user and displays which vehicle the message was sent to, the message sent and its responding message.

- **Messages by Vehicle – Currently not active**

The Messages by Vehicle report is an easy way to see what text messages were sent from vehicles to dispatchers and the dispatchers' responses. This report is organized by vehicle and displays which vehicle the message was sent from, the message sent and its responding message.

- **Onboard Device Activity for Date**

The Onboard Device Activity for Date report shows activity reported by onboard devices for the selected date. The report is organized by vehicle and shows the time and odometer reading for each reported event.

Operational

- **Cancellations and No Shows**

The Cancellations and No Shows report lists individual trips that were no-shows, advance cancellations, or day-of cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows actual and scheduled items.

- **Cancellations and No Shows Verified Only**

The Cancellations and No Shows Verified Only report lists individual trips that were no-shows or cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows verified items only.

- **Collection Report**

The Collection report displays how much money a driver, vehicle or run was scheduled to collect, what should be collected, and what the customers paid. All data is verified and is grouped by vehicle, run, or driver.

- **Daily Inactivation Report**

The Daily Inactivation report lists customers that were inactivated during the date range selected, along with a list of trips that were deleted for the customers after their inactivation date.

- **NTD S-10**

The National Transit Database is a required report that provides data on the service supplied by the agency. The report shows a summary of the agency's operation based on the selected date range. To be compliant with NTD standards, the Definitions section of the Settings Module must be configured properly.

- **Operating Statistics**

The Operating Statistics report displays statistical information about agency operations. The report contains data for the selected range of days, the month associated with the last date in the range and the previous month.

- **Run Validation**

The Run Validation report shows a list of runs from the Verification module that have been verified incorrectly. The report checks against the settings configured on the Selection Criteria tab.

- **Schedule Validation**

The Schedule Validation report checks scheduled trips to see if any trip matches the trip distance and rider travel time criteria set in the Selection Criteria tab. The report displays scheduled trip information such as a trip's pickup time, time window, estimated trip distance, and scheduled travel time.

- **Standing Order Percent By Hour**

The Standing Order Percent By Hour report shows an hour-by-hour breakdown of standing orders, total trips, and the percentage of the total that standing orders account for.

- **Break Validation**

The Break Validation report returns break times and odometer readings.

- **Trip Count**

The Trip Count report shows trip count information based on options selected in the Report Options section of the Settings module.

Productivity

- **Driver Productivity**

The Driver Productivity report displays statistics based on driver. This report displays drivers' miles an hour and basic trip statistics associated with the driver.

- **On Time Performance**

The On Time Performance report shows early, late and on-time trip counts based on configurations set in the Selection Criteria tab. This tab is explained in the Online Help file for the On Time Performance report.

- **Productivity**

The Productivity report provides statistics on miles and hours as well as basic trip statistics. Data on the report can be grouped by funding source, service, or 'how cost computed.'

- **Productivity by Vehicle or Run**

The Productivity by Vehicle or Run report displays vehicle or run statistics for a selected date range. The report contains data such as service and revenue miles and hours, basic trip statistics, and revenue.

- **Scheduled vs. Actual Productivity**

The Scheduled vs. Actual Productivity report compares scheduled productivity statistics against actual productivity statistics (verified and unverified.) Stats are displayed side-by-side so users can spot productivity trends. The report is run by vehicle and "Maintain Scheduled Productivity Stats" must be set to 1 - Enabled in the Scheduling Options of the Settings module.

- **Trips Productivity**

The Trips Productivity report shows a summary of trips, organized by funding source, service, or 'how cost computed.' The report shows attendants, guests, mobility type, no shows, cancellations, revenue, and the percentage of total trips for the summary type selected.

- **Vehicle Productivity (By Mileage)**

The Vehicle Productivity (By Mileage) report shows odometer readings for each run that occurs during the selected date range which can be used for data validation. It also shows the amount of revenue miles, non-revenue miles, and service miles for selected vehicle runs during the date range.

- **Vehicle Productivity (By Time)**

The Vehicle Productivity (By Time) report shows time stamps for each run that occurs during the selected date range which can be used for data validation. It also shows the revenue hours, non-revenue hours, and service hours for selected vehicle runs during the date range.

Invoices

- **Detailed Invoice**

The Detailed Invoice lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, customer, or 'how cost computed.' The report also contains a trip data summary based on the selected grouping option.

- **Detailed Invoice Drill Down**

The Detailed Invoice Drill Down lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, customer, or 'how cost computed.'

- **Rider Under Payment**

The Rider Under Payment report is used to determine amounts owed by individual customers. The balance due is the difference between the adjusted rider payment and the payment collected.

- **Summary Invoice**

The Summary Invoice lists the summary of charges and trips for a selected funding source, or 'how cost computed.'

Notifications

- **Email Notification**

The Email Notification report shows a list of all email notifications sent through RouteMatch TS, the date it was sent and who it was sent to. The report is based on a selected range of days.

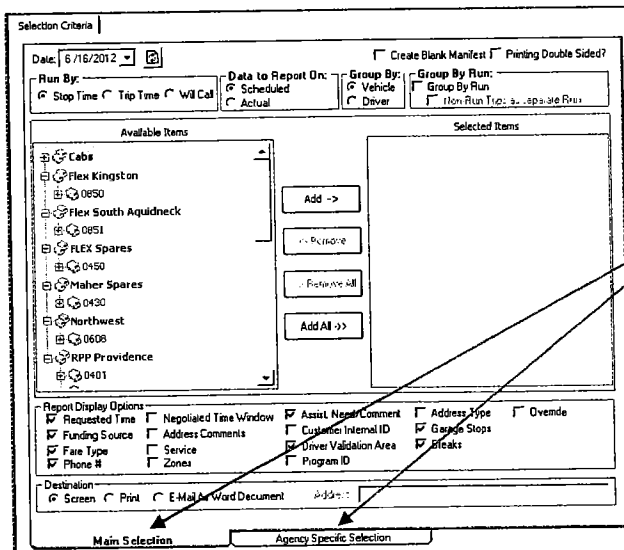
- **Fax Notification**

The Fax Notification report shows a list of all fax notifications sent through RouteMatch TS, the date it was sent and who it was sent to. The report is based on a selected range of days.

Standard Report Details

Driver Manifest

The Driver Manifest is a list of all customer trips for a selected vehicle. The manifest displays pickup and drop-off times and locations along with customer and trip information you select. It also contains data-entry fields for drivers to enter trip times and odometer readings. This report can be generated for both scheduled and actual data, grouped by driver or run, and organized by stop time, trip time, or 'will call.'



The Selection Criteria for this report contains two tabs. The **Main Selection** tab controls what data is on the report and the **Agency Specific Selection** Tab gives agencies the ability to add custom fields to the Driver Manifest.

Selection Criteria - Main Selection Tab

- **Date** - Select the date you want to run the Driver Manifest for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Create Blank Manifest** – Select this option to have the report printed with no data in the header of the report.
- **Print Double Sided?** – Select this option to have the report printed on both sides of the paper (front and back.)
- **Run By** - Select how you want trips to appear on the report, either by **Stop Time** or by **Trip Time**. If you select **Will Call**, only Will Call trips appear on the Manifest.
- **Data to Report On** - Select the type of trips you want to report on. **Scheduled** or **Actual**.
- **Group By** - Select either Vehicle or Driver. Your selection determines what is available in the **Available Items** box. If vehicle is selected, you can choose from Vehicles and their runs, if you select Driver, you select from Drivers and their vehicles.
- **Group By Run** - If this option is not selected, trips on the Manifest are sorted by time.

This option lists trips like they are listed in the scheduling module so even if a trip isn't specifically assigned to a run the trip is displayed with the run if starts between a run's start and end time.

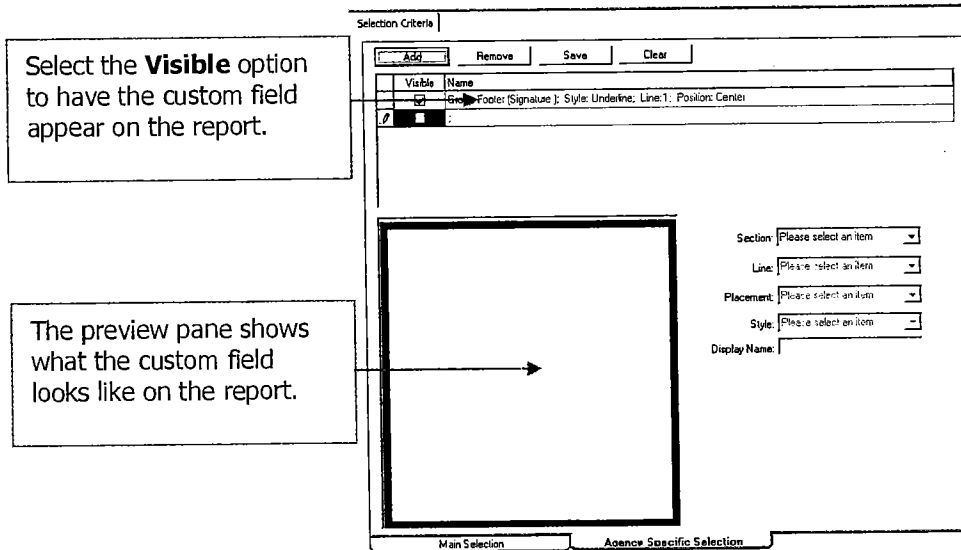
When this option is selected, you can also select **Non-Run Trips as separate Run**. This option means trips assigned to the vehicle are listed on a vehicle run instead of under any named run the trip's start time might overlap with.

- **Available Items** - This is a list of Vehicles or Drivers you can select to add to the Driver Manifest report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of Vehicles or Drivers you have selected to add to the Driver Manifest report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Report Display Options** - These options can be selected to have them appear on the Driver Manifest. Clear the selection to remove that type of data from the report.
 - **Requested Time** – Display the trip’s negotiated pickup/dropoff request time.
 - **Funding Source** – Display the trip’s funding source.
 - **Fare Type** – Display all of the available fare types for this trip. If the trip is marked as a certain fare type, that type will appear in **bold** text.
 - **Phone #** - Display the customer’s first telephone number.
 - **Negotiated Time Window** – Display the trip’s negotiated pickup/dropoff time window.
 - **Address Comments** – Display comments about the address, entered on the Address module.
 - **Service** – Display the service associated with the trip.
 - **Zones** – Display the address’s zone.
 - **Assist. Need/Comment** – Display assistance needs and comments for a trip.
 - **Customer Internal ID** – Display the customer internal ID that appears on the Customer Module.
 - **Driver Validation Area** – Provides a set of data-entry boxes the driver needs to complete before returning the manifest.
 - **Program ID** – Display the customer’s program ID as shown in the Customer Module under eligibility.
 - **Address Type** – Display the address type (i.e. home address, garage, office, etc.)
 - **Garage Stops** – Display garage pull-in/pull-outs in the manifest.
 - **Breaks** – Display the break start and end time in the manifest.
 - **Override** – Display the override associated with the trip.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Selection Criteria - Agency Specific Selection Tab

This tab allows agencies to add up to nine customized fields in each section of the Driver Manifest.



There are several options that can be set to create and style the fields:


- **Section** – The part of the report the field appears in. This can be header, footer, or details.
- **Line** – The specific line of the section you want to create.
- **Placement** – Where on the line the field should appear. This can be right, left, or center.
- **Style** – A style or type of field to appear. This can be checkbox, underline, box, blank, and yes/no.
- **Display Name** – The name or label of the custom field.

The buttons at the top are used to create, modify, and save custom fields.

- Click **Add** to create a new custom field.
- Click **Remove** to delete the selected custom field.
- Click **Save** to save changes to the current custom field.
- Click **Clear** to remove all options selected for the current custom field. This option is not available until you have added enough styling options.

Driver Manifest Examples

Driver Manifest - Atlanta
For Time Period: 09/20/2011
Posted: 09/20/2011 9:16 am



Vehicle: ROUTE 3 Driver Name: []
 Rule: UNASSIGNED (5:00 am - 7:00 pm) Driver Signature: _____ Date: _____


Time	Run Start	Fare Pickup	Last Dropoff	Run End	Break1 Start	Break1 End	Break2 Start	Break2 End

Customer Name	Pickup Time	Dropoff Time	Validation Information				
Conf. #	Request Time	Pickup Address	Dropoff Address	Pickup Time	Dropoff Time	Pickup Odometer	Dropoff Odometer
Ganga Puthi	6:00 AM	6:30 AM	Scheduled Pickup				
Full Tag: 45 Bruce Dr South Ave 107 Atlanta GA 30327							
Jurin Jean	6:15 AM	7:00 am					
Jean Kiffin 4600 Tate Dr 2 Atlanta GA 30328 Request: 7:55 am C Cancellation: <input type="checkbox"/> No Show: <input type="checkbox"/>							
Customer Pay: Customer Program ID: Customer ID/Initial ID: Funding Source: Unassigned Penalty Service: OCTS							
Fare Type: 50 Assorted Class: Clean Override: B - TimePenetration - Dis-A-Place - Custom							

Driver Manifest Report Page 1 of 3 Drive Unit: _____ RouteMatch TM Software

Blank Manifest

Driver Manifest -
For Time Period:
Posted: 09/20/2011 9:20 am



Vehicle: _____ Driver Name: []
 Rule: [] Driver Signature: _____ Date: _____

Time	Run Start	Fare Pickup	Last Dropoff	Run End	Break1 Start	Break1 End	Break2 Start	Break2 End

Stop Time	Customer Name	Stop Address	Conf. #	Request Time	Validation Information

Customer Pay:	Request Time	Pickup Address	Dropoff Address	Pickup Time	Dropoff Time	Pickup Odometer	Dropoff Odometer
Advertiser: Company Mobility Assistance Need Funding Source Cancellation: <input type="checkbox"/> No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>							
Customer Pay: Request Time Pickup Address Dropoff Address Pickup Time Dropoff Time Pickup Odometer Dropoff Odometer Cancellation: <input type="checkbox"/> No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>							
Advertiser: Company Mobility Assistance Need Funding Source Cancellation: <input type="checkbox"/> No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>							

Driver Manifest Report Page 1 of 2 Drive Unit: _____ RouteMatch TM Software

Trips Summary

The Trips Summary report lists scheduled or actual trips for the chosen date. The report does not show garage stops and scheduled breaks, but shows trip data such as customer name, pick-up and drop-off time and location.

The Selection Criteria for this report contains two tabs. The **Main Selection** tab controls what data is on the report and the **Agency Specific Selection** Tab gives agencies the ability to add custom fields to the report.

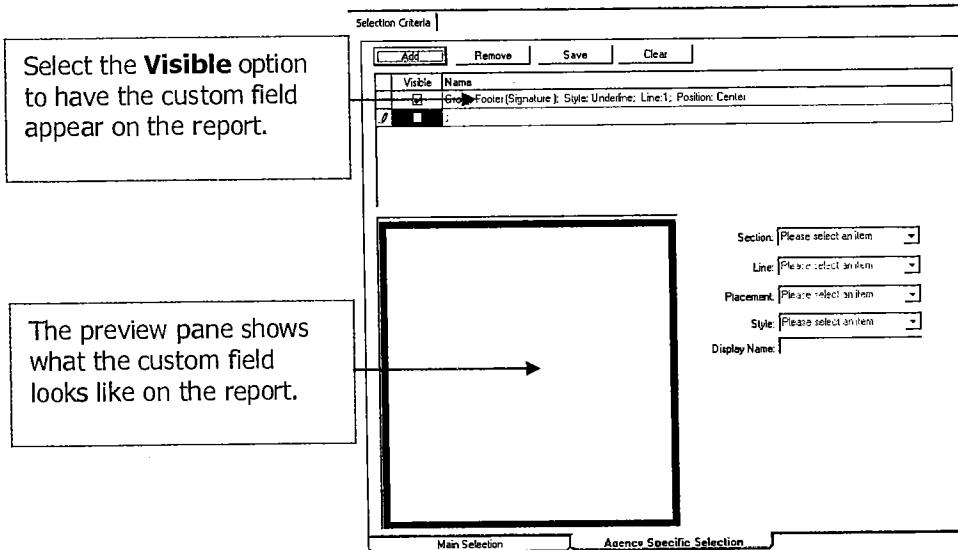
Selection Criteria - Main Selection Tab

- **Date** - Select the date you want to run the report for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Data to Report On** - Select the type of trips you want to report on. **Scheduled** or **Actual**.
- **Group By** – Select an option to group the trips on the report by either Vehicle or Driver.
- **Group by Run** – Select this option to further group the trips by Run. If you select **Non-Run Trips as separate Run**, those trips that are not in a run are grouped together.
- **Available Items** - This is a list of Vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of Vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Report Display Options** - These options can be selected to have them appear on the report. Clear the selection to remove that type of data from the report.
 - **Requested Time** – Display the trip's negotiated pickup/dropoff request time.
 - **Funding Source** – Display the trip's funding source.
 - **Fare Type** – Display all of the available fare types for this trip. If the trip is marked as a certain fare type, that type will appear in **bold** text.
 - **Phone #** - Display the customer's first telephone number.
 - **Assist. Need/Comment** – Display assistance needs and comments for a trip.
 - **Driver Validation Area** – Provides a set of data-entry boxes the driver needs to complete before returning the manifest.

- **Garage Stops** – Display garage pull-in/pull-outs in the manifest.
- **Breaks** – Display the break start and end time in the manifest.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Selection Criteria - Agency Specific Selection Tab

This tab allows agencies to add up to nine customized fields to each section of the Scheduled Trips Summary.



There are several options that can be set to create and style the fields:

- **Section** – The part of the report the field appears in. This can be header, footer, or details.
- **Line** – The specific line of the section you want to create.
- **Placement** – Where on the line the field should appear. This can be right, left, or center.
- **Style** – A style or type of field to appear. This can be checkbox, underline, box, blank, and yes/no.
- **Display Name** – The name or label of the custom field.

The buttons at the top are used to create, modify, and save custom fields.

- Click **Add** to create a new custom field.
- Click **Remove** to delete the selected custom field.
- Click **Save** to save changes to the current custom field.
- Click **Clear** to remove all options selected for the current custom field. This option is not available until you have added enough styling options.

Scheduled Trips Summary Report Example

Scheduled Trips Summary - Atlanta								
For time period: 09/20/2011								
Printed: 09/20/2011 09:28 am								
Run Name: Unassigned		Vehicle: ROUTE 3		Date For: 09/20/2011				
Driver Name:								
Time	Run Start	First Pickup	Last Dropoff	Run End	Break1 Start	Break1 End	Break2 Start	Break2 End
Odometer								
Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.	
Garage Pull Out	5:00 am	45 Ponce De Leon Ave NW Atlanta, GA 30307						
Ruffin, Joan	6:15 am	8600 Tara Blvd Atlanta, GA 30309	7:00 am	1830 Piedmont Rd NE Atlanta, GA 30324	Ambulatory			
Request Time: 7:00 am								
Funding Source: Vocational Rehab								
Assistance Needs:								
Fare Type : .50 Assorted Cash Coupon								
Singleton, Joe	6:59 am	4209 Jonesboro Rd Atlanta, GA 30308	7:00 am	1830 Piedmont Rd NE Atlanta, GA 30324	Wheelchair			
Request Time: 7:00 am								
Funding Source: Vocational Rehab								
Assistance Needs:								
Fare Type : .50 Assorted Cash Coupon								
Butts, Kathleen	7:58 am	124D Old Chasahoochie Ave Nw	8:00 am	2033 Metropolitan Pkwy SW Atlanta, GA 30309	Wheelchair		(770) 772-9222	
Request Time: 8:00 am								
Funding Source: Vocational Rehab								
Scheduled Trips Summary								

Page 1 of 3

RouteMatch TM Software

Driver Directions

The Driver Directions report provides point-to-point directions from the garage-stop to each stop on a Driver Manifest. This report can be printed to support the Driver Manifest. The Map Window and Show Route Lines must be active (from the Views icon) in the Scheduling module to generate the report.

Start Date: 10/8/2010

Available Items	Selected Items
<input checked="" type="checkbox"/> COUNCIL ON AGING <input checked="" type="checkbox"/> New Vehicle #1 816708	
<input type="button" value="Add ->"/> <input type="button" value="← Remove"/> <input type="button" value="← Remove All"/> <input type="button" value="Add All ->"/>	

Report Display Options Address: _____ City: _____ State: _____ Zip Code: _____ Comments: _____	Destination <input checked="" type="checkbox"/> Screen <input type="checkbox"/> Print <input type="checkbox"/> E-Mail As Word Document <input type="button" value="Print"/>
--	---

- **Date** - Select the date you want to run the report for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Available Items** - This is a list of Vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of Vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Driver Directions Report Example

Stop #	Direction	Mileage
1	Start at *45 Ponce De Leon Ave NW*	0.00
	Proceed onto 68TH ST	0.02
	Continue straight onto 34TH AVE	0.06
	Turn left onto 87TH ST	0.24
	Turn right onto 30TH AVE	0.11
	Turn left onto ROOSEVELT RD	0.23
	Turn right onto 27TH AVE	0.04
	Turn left onto 87TH ST	0.01
	Turn right onto 27TH AVE	0.05
	Stop at *1115 River Overlook Dr*	0.00
2	Start at *1115 River Overlook Dr*	0.00
	Proceed onto 27TH AVE	0.05

This report contains turn-by-turn direction, telling the driver the exact route to follow from one stop to the next.

The report also shows mileage between each turn.

Onboard Device Activity for Date

The Onboard Device Activity for Date report shows activity reported by onboard devices for the selected date. The report is organized by vehicle and shows the time and odometer reading for each reported event.

Selection Criteria

Start Date: 2/23/2011

Destination:

Screen

Print

E-Mail As Word Document

Address:

Select the **Date** and **Destination** for the report.


Onboard Device Activity for Date Report Example

Time Stamp	Odometer	Event
2:31:30 pm	5,523	Driver Logon: Tony Banta
2:54:52 pm	5,523	Driver Logoff



Cancellations and No Shows

The Cancellations and No Shows report lists individual trips that were no-shows, advance cancellations, or day-of cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows actual and scheduled items.

Selection Criteria

Start Date: 6/15/2012 End Date: 6/15/2012 

Grouping <input checked="" type="radio"/> Funding Source <input type="radio"/> Service <input type="radio"/> HowCostComputed	Date to Report On: <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Verified	How: <input checked="" type="checkbox"/> By Roulematch <input checked="" type="checkbox"/> By IVR	What kind: <input checked="" type="checkbox"/> Cancellations <input checked="" type="checkbox"/> No Show
--	---	--	---

Available Items <div style="border: 1px solid black; padding: 5px; min-height: 100px;">  Please set dates and then refresh... </div>	<input type="button" value="Add ->"/> <input type="button" value="<- Remove"/> <input type="button" value="<- Remove All"/> <input type="button" value="Add All ->"/>	Selected Items <div style="border: 1px solid black; padding: 5px; min-height: 100px;">  Please set dates and then refresh... </div>
---	--	--

Report Display Options Address: _____ City: _____ State: _____ Zip Code: _____ Comments: _____	Destination <input checked="" type="radio"/> Screen <input type="radio"/> Print <input type="radio"/> E-Mail As Word Document Address: _____
---	---

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items sources you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Cancellations and No Shows Report Example

Cancellations and No Shows By Funding Source - Atlanta						
For Time Period: 01/03/2011 to 01/05/2011						
Printed: 1/5/2011 12:14 pm						
Vocational Rehab Phone: Ext						
Customer Name / Phone Number	Date	Pickup Address	Dropoff Address	Adv. Cancel	Late Cancel Unverified	Late Cancel Verified No Show
Brown, Delia						
	01/03/2011 9:00 am (PU)	294 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312			X
Total for Brown, Delia :				0	0	1 0
Brown, Katrina						
	01/03/2011 9:00 am (PU)	294 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312			X
Total for Brown, Katrina :				0	0	0 1
Total For :				0	0	1 1

Cancellations and No Shows Verified Only

The Cancellations and No Shows Verified Only report lists individual trips that were no-shows or cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows verified items only.

Selection Criteria |

Start Date: 1/10/2009 End Date: 2/8/2011 Delete

Grouping
 Funding Source Service HowCostComputed

Available Items

MECH-PAC

Selected Items

Report Display Options


Address: _____
 City: _____
 State: _____ Zip Code: _____
 Comment: _____

Destination

Screen
 Print
 E-Mail As Word Document
 e-Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items sources you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Cancellations and No Shows Verified Only Report Example

Cancellations and No Shows Verified Only Service - Atlanta			
For Time Period: 01/03/2011 to 01/05/2011			
Printed: 1/5/2011 12:19 pm			
OCTA		Phone: Ext:	
Customer Name / Date Time (PU,DO)	Phone Number Pickup Address	Dropoff Address	Cancellation No Show
Brown, Dela			
01/03/2011 9:00 am (PU)	204 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312	X
Total for Brown, Dela :			1 0
Brown, Katrina			
01/03/2011 9:00 am (PU)	204 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312	X
Total for Brown, Katrina :			0 1
Total For :			1 1

Collection Report

The Collection report displays how much money a driver, vehicle or run was scheduled to collect, what should be collected, and what the customers paid. All data is verified and is grouped by vehicle, run, or driver.

Selection Criteria

Start Date: End Date:

Grouping
 Vehicle
 Run
 Driver

Available Items

- QT5
- 800
- 801
- 802
- 803
- 804
- 805
- 806
- 991
- 902
- 903
- 904
- 905
- 906
- 1001

Selected Items

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Vehicle, Run, or Driver. The item you select determines what appears in the **Available Items** list.
- **Available Items** - This is a list of vehicles, runs, or drivers you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles, runs, or drivers you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Collection Report Example

Driver		Customer Pay Expected	Customer Pay Adjusted	Diff Between Sch & Act	Customer Pay Collected	Balance Due	
John Driver							
01/04/2011							
Vehicle: VAN 11, Run: PHI 17:00 - 23:45							
General Public							
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00	
Total for Vehicle: VAN 11, Run: PHI 17:00 - 23:45		2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Total for 01/04/2011		2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Total for John Driver		2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Grand Total		2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00

Daily Inactivation Report

The Daily Inactivation report lists customers that were inactivated during the date range selected, along with a list of trips that were deleted for the customers after their inactivation date.

Selection Criteria |

Start Date: 2/8/2011 End Date: 8/9/2011

Select the **Start Date**, **End Date**, and **Destination** for the report.

Destination

Screen

Print

E-Mail As Word Document

Address: _____

Daily Inactivation Report Example

Daily Inactivation Report - Atlanta		RouteMatch Software	
For Time Period: 01/01/2010 To 02/22/2011			
Printed: 2/22/2011 7:10 pm			
White, Betty Customer Internal ID:			
Date Inactivated: 8:16:17 am			
TripDate	Reservation	PUaddress	Reg_PU DOaddress Reg_OO Days of Week
	3	2471 transon	DD01 600 Floyd Dr SE 1000 Sa

NTD-S10

The National Transit Database is a required report that provides data on the service supplied by the agency. The report shows a summary of the agency's operation based on the selected date range. To be compliant with NTD standards, the Definitions section of the Settings Module must be configured properly.

Selection Criteria |

Start Date: 2/8/2011 End Date: 8/9/2011

Select the **Start Date**, **End Date**, and **Destination** for the report.

Destination

Screen

Print

E-Mail As Word Document

Address: _____


NTD-S10 - Required Compliance Settings

To be compliant with NTD standards, agencies must configure the Definitions section of the Settings module to match the following:

Definitions	
Revenue Miles And Hours Includes Deadhead?	False
Revenue Miles And Hours Includes Revenue Breaks?	False
Service Miles And Hours Includes Deadhead?	True
Service Miles And Hours Includes Service Breaks?	True
Ignore Garage Pull Out And Pull In?	False
Service Miles And Hours Includes Revenue Breaks?	True
Breaks Are From Lastdropoff Of Previous Trip To Next Trip Pickup?	True
Exclude Gaps Between Runs?	False
Revenue Begins At First Stop?	False
Revenue Ends At Conclusion Of Last Stop?	False

NTD-S10 Report Example

NTD Form: Service Non-Rail (S-10) Mode: DR
 Service DO - Atlanta
 For Time Period: 01/01/2011 to 01/05/2011
 Printed: 1/5/2011 2:10 pm



Maximum Service Vehicles

01 Vehicles operated in annual maximum service (VOMS)

02 Vehicles available for annual maximum service

	Average Weekday	Average Saturday	Average Sunday	Annual Total
Periods of Service				
03 Time service begins	<input type="text" value="7:15"/>	<input type="text" value="8:00"/>	<input type="text" value="8:00"/>	
04 Time service ends	<input type="text" value="19:27"/>	<input type="text" value="19:00"/>	<input type="text" value="18:00"/>	
Service Supplied				
06 Vehicles in operation	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	
11 Total actual vehicle miles	<input type="text" value="21"/>	<input type="text" value="25"/>	<input type="text" value="30"/>	<input type="text" value="240"/>
12 Total actual vehicle revenue miles (VRM)	<input type="text" value="17"/>	<input type="text" value="10"/>	<input type="text" value="15"/>	<input type="text" value="120"/>
12a Deadhead miles	<input type="text" value="16"/>	<input type="text" value="15"/>	<input type="text" value="15"/>	<input type="text" value="120"/>
14 Total actual vehicle hours	<input type="text" value="12.19"/>	<input type="text" value="14.00"/>	<input type="text" value="13.00"/>	<input type="text" value="102.75"/>
15 Total actual vehicle revenue hours	<input type="text" value="2.39"/>	<input type="text" value="1.90"/>	<input type="text" value="2.25"/>	<input type="text" value="17.98"/>
15a Deadhead hours	<input type="text" value="9.80"/>	<input type="text" value="12.84"/>	<input type="text" value="10.75"/>	<input type="text" value="94.80"/>
16 Charter service hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 School bus hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Consumed				
18 Unlinked passenger trips (UPT)	<input type="text" value="3"/>	<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="21"/>
19 Americans with Disabilities Act of 1990 (ADA) unlinked passenger trips (UPT)				<input type="text" value="0"/>
19a Sponsored Service				<input type="text" value="0"/>
20 Passenger miles traveled (PMT)	<input type="text" value="25"/>	<input type="text" value="7"/>	<input type="text" value="10"/>	<input type="text" value="135"/>
Service Operated (Days)	Weekdays	Saturdays	Sundays	Annual Total
21 Days schedule operated	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="4"/>
22 Days not operated due to strikes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
23 Days not operated due to officially declared emergencies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Operating Statistics

The Operating Statistics report displays statistical information about agency operations. The report contains data for the selected range of days, the month associated with the last date in the range and the previous month.

Selection Criteria

Start Date: End Date: Data: Verified Scheduled Actual

Destination:

Screen Print E-Mail As Word Document

Address:

Select the **Start Date**, **End Date**, and **Destination** for the report.

In the **Data** section, select the type of data you want to report on; **Verified**, **Scheduled**, or **Actual**.

Operating Statistics Report Example

		Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
		Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Mile
01-04-2011 - 01-06-2011		1	2	0	1	0	3	0	1	\$ 0.00
		10.75	2.50	8.25	30	15	15	0.28	2.79	0.10
December 2010		1	9	0	0	0	9	0	0	\$ 0.00
		40.00	9.85	30.15	115	70	45	0.23	2.88	0.08
January 2011		4	16	0	1	2	17	1	2	\$ 0.00
		102.75	17.28	85.47	240	120	120	0.17	2.34	0.07



Run Validation

The Run Validation report shows a list of runs from the Verification module that have been verified incorrectly. The report checks against the settings configured on the Selection Criteria tab.

Selection Criteria

Start Date: End Date:

Filter by Time and Distance

Time (hrs)

Distance

Break Time (Min)

Break Distance

Destination:

Screen Print E-Mail As Word Document

Address:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Select the criteria you want to check against and then select the value and if you want the value to be greater than or less than the data.

Run Validation Report Example

Run Validation Report														RouteMatch Software			
For Date Range: 01/01/2009 to 12/31/2009														Filtered For			
Printed: 2/24/2011 7:02 am														Service/Revenue Miles > 300 Miles			
														Service/Revenue Hours > 24 Hours			
														or: Any Negative productivity numbers			
														Stats exceeding above parameters highlighted in red			
														Un-verified runs are highlighted in bold.			
Run	Vehicle	Run Start Time	1st PU Time	Last DO Time	Run End Time	Run Start Mile	1st PU Mile	Last DO Mile	Run End Mile	Total Break Time	Total Break Miles	Service Miles	Service Hours	Revenue Miles	Revenue Hours		
Date: 02/14/2009																	
401	6525	4:45 am	5:20 am	4:40 pm	5:00 pm	119,291	0	119,299	119,430	0	0	139	12	18,379	11.33		
411	6650	5:00 am	5:40 am	5:00 pm	6:30 pm	37,068	38,097	38,280	38,307	0	0	1,250	13	183	10.33		
										Number of Validation Issues: 2		0	0	1,378	25	119,592	21.67
Date: 02/16/2009																	
403	6622	5:45 am	5:50 am	4:08 pm	4:45 pm	905,350	905,362	906,832	906,658	0	0	1,967	15	1,441	10.30		
406	6645	5:55 am	6:25 am	5:03 pm	6:10 pm	35,585	36,700	36,816	36,830	0	0	1,790	12	116	10.63		
431	6244	4:30 am	5:20 pm	9:58 am	10:25 am	154,195	159,810	159,875	159,897	0	0	5,162	5	65	4.63		
										Number of Validation Issues: 3		0	0	7,664	28	1,621	26.87

Schedule Validation

The Schedule Validation report checks scheduled trips to see if any trip matches the trip distance and rider travel time set in the Selection Criteria tab. The report displays scheduled trip information such as a trip's pickup time, time window, estimated trip distance, and scheduled travel time.

Selection Criteria |

Trip Date: 2/15/2011 Filter Trips On Time and Distance Include Cancelled Trips Include Deleted Trips

Rider is onboard: More Than Minutes

Trip Distance is: Less Than Miles

Available Items

- Q75
- 800
- 801
- 803
- 804
- 805
- 806
- 1001
- 1010

Selected Items

- Q75
- 802
- 803
- 804
- 805
- 806
- 901
- 902

Destination:

Screen Print E-Mail As Word Document

Address: _____

- **Trip Date** - Select the date you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Filter Trips on Time and Distance** - Select this option to have the report run against the amount of time a rider is onboard and the distance of their trip. The options for those times are displayed when this is selected.
 - **Rider is onboard** - Select More Than or Less Than, and then select a number of minutes a rider can be on board before the trip appears on the report.
 - **Trip Distance is** - Select More than or Less Than, and select the distance a trip's estimated distance is compared to the rider's travel time.
- **Include Cancelled Trips** - Select this option to have cancelled trips appear on the report.
- **Include Deleted Trips** - Select this option to have deleted trips appear on the report.

- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Schedule Validation Report Example

Schedule Validation Report - Atlanta												
For time period: 01/06/2011												
Printed: 01/05/2011 01:22 pm												
Early Window	PU Time	Late Window	Variance (minutes)	Customer	Mobility	PU Address	DO Address	DO Time	Schedule Type	Est. Distance	Travel Time	
Vehicle Pool: Public												
Veh: VAN 11 - Run: PHI												
22:00	22:45	23:00	0	da Vinci, Leonardo	Ambulatory	1400 Northside Dr Nw	1280 Peachtree St Ne	23:15	DR	Manual	2.03	30
20:50	21:05	21:20	0	da Vinci, Leonardo	Ambulatory	1280 Peachtree St Ne	1400 Northside Dr Nw	21:35	DR	Manual	2.21	30
Trips on Vehicle VAN 11/Run PHI: 2												
Total trips for 01/06/2011: 2												

Standing Order Percent By Hour

The Standing Order Percent By Hour report shows an hour-by-hour breakdown of standing orders, total trips, and the percentage of the total that standing orders account for.

Selection Criteria |

Start Date: [2/8/2011] End Date: [8/9/2011]


Destination:

- Screen
- Print
- E-Mail As Word Document

Address:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Standing Order Percent By Hour Report Example

Standing Order Percentage Report - Atlanta				
For time period: 01/01/2011 - 01/06/2011				
Printed: 01/06/2011 01:25 pm				
Requested Hour	Trip Count	Standing Orders	Standing Order %	
5	4	4	100.00	
7	15	15	100.00	
8	45	45	100.00	
9	91	91	100.00	
10	15	15	100.00	
11	31	31	100.00	
12	20	20	100.00	
13	16	16	100.00	
14	28	28	100.00	
15	38	38	100.00	
16	27	27	100.00	
17	32	32	100.00	
18	4	4	100.00	
21	2	0	0.00	
22	5	4	80.00	
23	1	0	0.00	
Totals	374	370	98.93	

Break Validation

The Break Validation report returns break times and odometer readings.

Selection Criteria

Start Date: 10/17/2011 End Date: 10/17/2011

Filter by Time and Distance			
<input type="checkbox"/> Time (hrs)	>	<	0
<input type="checkbox"/> Distance	>	<	0
<input type="checkbox"/> Break Time (Min)	>	<	0
<input type="checkbox"/> Break Distance	>	<	0
Destination			
<input checked="" type="radio"/> Screen			
<input type="radio"/> Print			
<input type="radio"/> E-Mail As Word Document			
Address:			

Select the **Start Date**, **End Date**, and **Destination** for the report.

Select the criteria you want to check against and then select the value and if you want the value to be greater than or less than the data.

Break Validation Report Example

Break Validation - Atlanta		RouteMatch Software											
For Time Period: 08/20/2010 To 08/20/2010		Printed: 10/7/2011 11:08 am											
Date	Vehicle Name	Miles						Minutes					
		Last Dropoff Before Break (LDB)	Break Start Odometer (BSO)	Break End Odometer (BEO)	First Pickup After Break (FPO)	Break Miles (BSO - BEO)	Break Miles (LDB - FPO)	Last Dropoff Before Break (LDB)	Break Start Time (BST)	Break End Time (BET)	First Pickup After Break (FPT)	Break Min. (BST - BET)	Break Min. (LDB - FPT)
08/20/2010	421	45	55	60	70	5	25	10:40 am	11:45 am	12:15 pm	1:00 pm	30	140
08/20/2010	422	55	65	75	80	10	25	9:45 am	11:00 am	11:30 am	12:30 pm	30	165
08/20/2010	423	45	50	60	70	10	25	10:15 am	10:45 am	11:15 am	2:00 pm	30	225
08/20/2010	441	60	75	85	90	10	30	12:00 pm	12:30 pm	1:00 pm	1:05 pm	30	65
08/20/2010	442	85	90	100	115	10	30	2:20 pm	2:25 pm	3:00 pm	5:00 pm	35	160

Trip Count

The Trip Count report shows trip count information based on options selected in the Report Options section of the Settings module.

Selection Criteria |

Start Date: End Date:

Destination:

- Screen
 - Print
 - E-Mail As Word Document
- Address:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Settings Module - Report Options

The following options are used to populate data on the Trip Count report.

Report Options

- Fr Report Fare Type Display 1
- Fr Report Fare Type Display 2
- Fr Report Fare Type Display 3

Fr Report Fare Type Display 3 As All Other Fare Types?

False

Trip Count Report Display Funding Source?

True

Trip Count Report Display Setting?

Trip Count Report Display How Cost Computed?

Trip Count Report Display Trip Purposes?

Trip Count Report Display Billing Category?

Trip Count Report Display Fare Type?

Trip Count Report Display Home County?

Trip Count Report Display Day Of Week?

True

True

Trip Count Report Display Elderly?

True

Trip Count Report Display Time Of Day?

True

Header #1 To Display On The Fixed Route Manifest?

Full Fares

Header #2 To Display On The Fixed Route Manifest?

Reduced Fares

Header #3 To Display On The Fixed Route Manifest??

Other

Choose By Vehicles As Default For Driver Manifest Form?

True

Connection Timeout

300

Select True to have the item appear on the report. Select False to remove the item from the report.

Trip Count Report Example

<i>Trip Count Report</i>		RouteMatch Software						
For Time Period: 03/01/2009 to 03/31/2009								
Billing Category	<u>Trips</u>	<u>CS</u>	<u>NS</u>	<u>Alt</u>	<u>Guest</u>	<u>Amb</u>	<u>WC</u>	<u>Other</u>
0.00	6	1	0	4	0	5	1	0
Not assigned	8,482	742	121	356	89	6,950	1,494	38
4.00	2	0	1	0	0	2	0	0
5.00	4	0	0	4	0	4	0	0
Billing Category Totals:	8,494	743	122	384	89	6,961	1,495	38
Day of Week	<u>Trips</u>	<u>CS</u>	<u>NS</u>	<u>Alt</u>	<u>Guest</u>	<u>Amb</u>	<u>WC</u>	<u>Other</u>
Monday	1,667	253	18	70	4	1,521	333	13
Tuesday	1,911	137	26	55	6	1,619	265	7
Wednesday	1,472	92	21	52	14	1,235	231	6
Thursday	1,375	98	23	46	9	1,138	232	5
Friday	1,367	111	23	52	22	1,169	195	3
Saturday	265	23	5	50	19	138	127	0
Sunday	237	29	6	39	15	141	92	4
Day of Week Totals:	8,494	743	122	384	89	6,961	1,495	38
Elderly	<u>Trips</u>	<u>CS</u>	<u>NS</u>	<u>Alt</u>	<u>Guest</u>	<u>Amb</u>	<u>WC</u>	<u>Other</u>
Non Elderly	8,382	736	117	351	87	6,917	1,427	38
Elderly	112	7	5	13	2	44	68	0
Elderly Totals:	8,494	743	122	384	89	6,961	1,495	38

Driver Productivity

The Driver Productivity report displays statistics based on driver. This report displays drivers' miles an hour and basic trip statistics associated with the driver.

Selection Criteria |

Start Date: End Date:

Available Items

Please set dates and then refresh...

Selected Items

Please set dates and then refresh...

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Details** -
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Driver Productivity Report Example

Driver Productivity - Atlanta														
For time period: 04/05/2011 to 04/06/2011														
Printed: 05/18/2011 09:40 am														
Driver Name	Miles Worked	Break Miles	Total Miles	Hours Worked	Break Hours	Total Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	One Way Trips	Trip Cost	Total Passengers
Driver: John														
4/5/11	35	0	35	14.00	0.00	14.00	0	2	0	0	0	2	\$ 12.00	2
4/6/11	45	0	45	14.00	0.00	14.00	0	2	0	0	0	2	\$ 12.00	2
Driver: Driver, John														
Sub Total:	80	0	80	28.00	0.00	28.00	0	4	0	0	0	4	\$ 24.00	4
Grand Total:	80	0	80	28.00	0.00	28.00	0	4	0	0	0	4	\$ 24.00	4

On-Time Performance

The On Time Performance report shows early, late and on-time trip counts based on configurations set in the Selection Criteria tab.

Selection Criteria |

Rules apply to selected timing performance, in case PU w/DO Appointment matching either rule for PU/DO qualifies as late/early.

Start Date: 2/22/2011 End Date: 2/22/2011

Late:

PU: Arrive -> Requested Time - Threshold 15 minutes

DO: Arrive -> Requested Time - Threshold 10 minutes

Early:

PU: Arrive -> Requested Time - Threshold 15 minutes

DO: Arrive -> Requested Time - Threshold 15 minutes

Column Interval: 10 minutes

Exclude early from late count

Exclude no shows from total trip counts

Exclude same day cancels from total trip counts

Group Report By:

Available Items		Selected Items
Run	Add -> <- Remove <<- Remove All Add All >>	
Funding Source		
Service		
Driver		
Vehicle Pool		
Trip Type		
Trip Purpose		

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.

- **Late** - Select the pick-up and drop-off timing threshold to create a 'late' window for trips.
 - Select either Arrive or Depart as the activity to base the threshold on.
 - Select the type of time you want to check on. Either Late Window, Requested Time, or Scheduled time.
 - Select the number of minutes you want to set for the window.

For example, if you select 'Arrive > Requested Time, Threshold 15 minutes,' a pickup or drop-off arrival will be late after 15 minutes after the requested time for that trip.
- **Early** - Select the pick-up and drop-off timing threshold to create an 'early' window for trips.
 - Select either Arrive or Depart as the activity to base the threshold on.
 - Select the type of time you want to check on. Either Early Window, Requested Time, or Scheduled time.
 - Select the number of minutes you want to set for the window.

For example, if you select 'Arrive > Requested Time, Threshold 15 minutes,' a pickup or drop-off arrival will be early if the vehicle arrives more than 15 minutes before the requested time for the trip.
- **Column Interval** - Select a number of minutes to set the report column intervals for both late and early.
- **Exclude early from late count** - Select this option to include early trips in the on-time trips calculation on the report.
- **Exclude no shows from total trip counts** - With this option selected, trips that were no-shows are not included in the trip count.
- **Exclude same day cancels from trip counts** - With this option selected, trips that were canceled on the day they were to be run are not included in the trip count.
- **Available Items** - This is a list of items you can select to group the report by. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items you have selected to group the report by. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

On Time Performance Report Example

On Time Performance - Atlanta																			
For Time Period: 01/01/2011 to 01/05/2011																			
Printed: 1/5/2011 2:14 pm																			
Grouped by: Service																			
LATE							On Time			EARLY									
Date	>30	26-30	21-25	16-20	11-15	6-10	1-5	1-5	6-10	11-15	16-20	21-25	26-30	>30	Total Trips	Late Trips	% Late	Early Trips	% Early
Bus																			
01/04/2011	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
Pickup																			
	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
Totals for:																			
	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
OCTA																			
Pickup																			
01/01/2011	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	100.0	0	0
01/02/2011	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
01/03/2011	1	0	0	1	0	0	0	2	0	0	0	0	1	5	2	40.0	1	20.0	
Pickup																			
	1	0	0	2	0	0	0	3	0	0	0	0	1	7	3	42.9	1	14.3	
Pickup with Appointment																			
01/03/2011	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
Pickup with Appointment																			
	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
Totals for: OCTA																			
	1	0	0	2	0	0	0	4	0	0	0	0	1	8	3	37.5	1	12.5	
Totals																			
	1	0	0	2	0	0	0	6	0	0	0	0	1	10	3	30.00	1	10.00	
Percent																			
	10.00	0.00	0.00	20.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00				

Period Summary:

- 3 Late Trips
- 1 Early Trips
- 10 Total Trips
- 70.00 Percent On Time

Productivity

The Productivity report provides statistics on miles and hours as well as basic trip statistics. Data on the report can be grouped by funding source, service, or 'how cost computed.'

Selection Criteria |

Start Date: 2/9/2011 End Date: 2/9/2011 Details

Grouping: Funding Source Service HowCostComputed

Data: Verified Actual Scheduled

Available Items

AG
HBVS
VA

Selected Items

Report Display Options: Address: _____ City: _____ State: _____ Zip Code: _____ Comments: _____

Destination: Screen Print E-Mail As Word Document

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Funding Source, Service, or HowCostComputed. The item you select determines what appears in the **Available Items** list.
- **Data** - Select the type of data you want to view on the report. Either Verified, Actual, or Scheduled.

- **Available Items** - This is a list of items that can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Productivity Report Example

Productivity by Funding Source - Atlanta										
For Time Period: 01/01/2011 to 01/05/2011										
Printed: 01/05/2011 09:10 pm										
Service Miles	Non-Rev Miles	No Show Miles	Revenue Hours	Passenger Hours	Cancel	Attn'd Count	AMB	Vehicle Miles	Passengers	
Revenue Miles	Passenger Miles	Service Hours	Non-Rev Hours	No Show Hours	No Shows	Guest Count	Wheelchair	Vehicle Hours	One Way Trips	
General Public										
30	15	0	2.50	1.50	0	0	2	30	3	
15	15	16.75	8.25	0.00	0	1	0	10.75	2	
Medicaid										
15	8	0	8.75	0.50	8	0	1	30	1	
8	5	6.00	5.25	0.00	0	8	0	12.00	1	
Vocational Rehab										
195	98	10	14.70	9.12	0	2	15	218	17	
98	115	86.00	71.30	0.50	1	0	0	82.88	15	
Grand Totals										
240	120	10	17.95	11.12	0	2	18	270	21	
120	135	102.75	84.80	0.50	1	1	0	114.75	18	

Productivity by Vehicle or Run

The Productivity by Vehicle or Run report displays vehicle or run statistics for a selected date range. The report contains data such as service and revenue miles and hours, basic trip statistics, and revenue.

Selection Criteria

Start Date: End Date: Customer Driver Details

Grouping: Vehicle Run

Data: Verified Actual Scheduled

Available Items

- QTS
- 800
- 801
- 802
- 803
- 804
- 805
- 806
- 902
- 903
- 904
- 905
- 906
- 1001
- 1010

Selected Items

- QTS
- 802
- 803
- 804
- 805
- 806

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:

- **Customer** - Select this option to have the report add customer information on the sub-reports selectable in the Preview navigation tree.
- **Driver** - Select this option to display the driver name on the vehicle sub-report.

- **Details** - Select this option to show per-date details on the report. Clear the selection to only show vehicle subtotals.
- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Vehicle or Run. The item you select determines what appears in the **Available Items** list.
- **Data** - Select the type of data you want to view on the report. Either Verified, Actual, or Scheduled.
- **Available Items** - This is a list of vehicles or runs you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles or runs you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Productivity By Run Report Example

Run Productivity Report - Atlanta														RouteMatch Software	
For time period: 01/01/2011 to 01/05/2011 Printed: 01/05/2011 03:34 pm															
	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	One Way Trips	Revenue	Run Charge	Total Passengers
Public															
Run:PHI															
Sub Total:	15	15	30	2.50	4.25	6.75	0	2	0	1	0	2	\$ 0	\$ 0.00	3
Run:Veh:VAN 99															
Sub Total:	15	15	30	1.40	10.60	12.00	0	4	2	0	1	4	\$ 0		6
Total for Public	30	30	60	3.90	14.85	18.75	0	6	2	1	1	6	\$ 0	\$ 0.00	9

Productivity By Run Sub-Report Example

Run:PHI															
Driver: Driver, John															
Date	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	Client One Way Trips	Revenue	Run Charge	Total Passengers
01/04/2011	15	15	30	2.50	4.25	6.75	0	2	0	1	0	2	\$ 0.00	\$ 0.00	3
Customer Name			Pick-Up Address			Drop-Off Address									
da Vinci, Leonardo			1280 Peachtree St Ne Atlanta, GA 30309			1400 Northside Dr Nw Atlanta, GA 30318									
da Vinci, Leonardo			1400 Northside Dr Nw Atlanta, GA 30318			1280 Peachtree St Ne Atlanta, GA 30309									

Productivity By Vehicle Report Example

Vehicle Productivity Report - Atlanta														
For time period: 01/01/2011 to 01/05/2011														
Printed: 01/05/2011 02:22 pm														
	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attnd's	Guests	No Show	One Way Trips	Revenue	Total Passengers
Public														
Vehicle:VAN 11														
Sub Total:	15	15	30	2.50	8.25	10.75	0	2	0	1	0	2	\$-2	3
Vehicle:VAN 99														
Sub Total:	15	15	30	1.40	10.60	12.00	0	4	2	0	1	4	\$-5	6
Total for Public	30	30	60	3.90	18.85	22.75	0	6	2	1	1	6	\$-7	9



Scheduled vs. Actual Productivity

The Scheduled vs. Actual Productivity report compares scheduled productivity statistics against actual productivity statistics (verified and unverified.) Stats are displayed side-by-side so users can spot productivity trends. The report is run by vehicle and "Maintain Scheduled Productivity Stats" must be set to 1 - Enabled in the Scheduling Options of the Settings module.

Selection Criteria |

Start Date: End Date: Details

Available Items

Please set dates and then refresh...

Selected Items

Please set dates and then refresh...

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:


- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Available Items** - This is a list of vehicles that can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **← Remove** to delete the item from the list. Click **←← Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Scheduled vs. Actual Productivity Report Example

Productivity Comparison Report

For Date Range: 11/15/2010 to 11/15/2010



DEL
Vehicle: - 6348

	Passenger Counts				Trip Counts			Hours				Distance (Miles)				
	CLI	Guest	Attns	Total	Trips	NS	Cancel	Service	Revenue	OH	Pax/SH	Pax/RH	Service	Revenue	Pax/SM	Pax/RM
Comparison For: Vehicle: - 6348																
Scheduled	21				21			9.12	8.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	
Total For: DEL																
Scheduled	21				21			9.12	8.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	
Grand Totals																
Scheduled	21				21			9.12	8.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	

Trips Productivity

The Trips Productivity report shows a summary of trips, organized by funding source, service, or 'how cost computed.' The report shows attendants, guests, mobility type, no shows, cancellations, revenue, and the percentage of total trips for the summary type selected.

Selection Criteria |

Start Date: 10/22/2009 End Date: 2/8/2011 Details

Grouping
 Funding Source Service HowCostComputed

Available Items

TRIP: 410

Selected Items

Report Display Options

Address: _____

City: _____

State: _____ Zip Code: _____

Comments: _____

Destination

Screen

Print

E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Trips Productivity Report Example

Trips By Funding Source - Atlanta		RouteMatch Software™								
For Time Period: 01/01/2011 to 01/05/2011										
Printed: 01/05/2011 12:22 p.m.										
Funding Source										
	Trips	Attendants	Guests	No Shows	Cancelled	Ambulatory	Wheelchairs	Revenue	% Revenue	% Trips
General Public	2	0	1	0	0	2	0	\$ 0.00	0	12.50
Medicaid	1	0	0	0	0	1	0	\$ 0.00	0	6.25
Vocational Rehab	13	0	0	2	1	13	0	\$ 0.00	0	61.25
Totals:	15	0	1	2	1	16	0	\$ 0.00		

Vehicle Productivity (By Mileage)

The Vehicle Productivity (By Mileage) report shows odometer readings for each run that occurs during the selected date range which can be used for data validation. It also shows the amount of revenue miles, non-revenue miles, and service miles for selected vehicle runs during the date range.

Selection Criteria

Start Date: 2/8/2011 End Date: 2/10/2011

Available Items	Selected Items
<ul style="list-style-type: none"> <input type="checkbox"/> QTS <input type="checkbox"/> 1001 <input type="checkbox"/> 1010 <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902 <input type="checkbox"/> 903 <input type="checkbox"/> 904 <input type="checkbox"/> 905 	<div style="text-align: center;"> <input type="button" value="Add ->"/> <input type="button" value="<- Remove"/> <input type="button" value="<- Remove All"/> <input type="button" value="Add All ->"/> </div>

Destination:

Screen

Print

E-Mail As Word Document

Add...

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.
- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.


Vehicle Productivity (By Mileage) Report Example

Vehicle ID		Run Name	Garage Start	First Pickup Odometer	Last Dropoff Odometer	Garage Stop	Revenue Miles	Non-Revenue Miles	Service Miles
Vehicle Productivity By Mileage - Atlanta									
For Time Period: 01/01/2011 To 01/06/2011									
Printed: 2/24/2011 1:28 p.m.									
ROUTE 3									
01/01/2011	Veh:ROUTE 3		0	5	10	20	5	15	20
Sub Total:							5	15	20
ROUTE 5									
01/02/2011	Veh:ROUTE 5		0	5	20	30	15	15	30
01/03/2011	Veh:ROUTE 5		0	5	20	30	15	15	30
Sub Total:							30	30	60

Vehicle Productivity (By Time)

The Vehicle Productivity (By Time) report shows time stamps for each run that occurs during the selected date range which can be used for data validation. It also shows the revenue hours, non-revenue hours, and service hours for selected vehicle runs during the date range.

Selection Criteria

Start Date: 2/8/2011 End Date: 2/10/2011 

Available Items	Selected Items
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> QT5 <input type="checkbox"/> 1001 <input type="checkbox"/> 1010 <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902 <input type="checkbox"/> 903 <input type="checkbox"/> 904 <input type="checkbox"/> 905 	<div style="text-align: center;"> <input type="button" value="Add ->"/> <input type="button" value="← Remove +"/> <input type="button" value="← Remove All"/> <input type="button" value="Add All ->"/> </div>

Destination:

Screen
 Print
 E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.
- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Vehicle Productivity (By Time) Report Example

Vehicle Productivity By Time - Atlanta								
For Time Period: 01/01/2011 To 01/06/2011								
Printed: 2/24/2011 1:40 pm								
Vehicle ID								
Date	Run Name	Garage Start	First Pickup Time	Last Dropoff Time	Garage Stop	Revenue Hours	Non-Revenue Hours	Service Hours
ROUTE 3								
01/01/2011	Veh:ROUTE 3	5:00 am	6:15 am	7:00 am	7:00 pm	0.75	13.25	14.00
Sub Total:						0.75	13.25	14.00
ROUTE 5								
01/02/2011	Veh:ROUTE 5	5:00 am	10:30 am	12:00 pm	5:00 pm	1.50	10.50	12.00
01/03/2011	Veh:ROUTE 5	5:00 am	9:00 am	10:30 am	5:00 pm	1.50	10.50	12.00
Sub Total:						3.00	21.00	24.00

Detailed Invoice

The Detailed Invoice lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, service, or 'how cost computed.' The report also contains a trip data summary based on the selected grouping option.

Start Date: 4/1/2011 End Date: 4/30/2011 Invoice #: _____

Filter By: Funding Source How Cost Computed Customer Service

Group Order	Group Items By
1	Funding Source
2	Customer

Available Items: OCTA, Out of County, Volunteer

Selected Items: _____

Add All >>

Report Display Options: Total Cost Funding Source Cost Customer Cost

Address Display Options: Customer Pay Billing Address Program ID

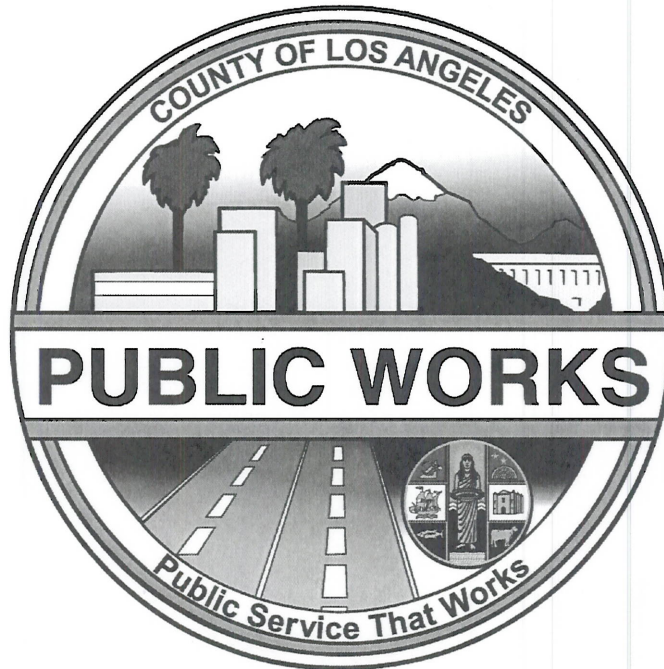
Address: Default Agency Mailing Address
 City: Atlanta
 State: GA Zip Code: 30313
 Comments: _____

Cancellations: Exclude cancellation count Include cancellation count Include cancellation details

Destination: Screen Print E-Mail As Word Document

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

EMPIRE TRANSPORTATION, INC.

FOR

WHITTIER, ET AL., DIAL-A-RIDE SERVICE
(2012-PA045)

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- EXHIBIT P Controlled Substance and Alcohol Testing Program**
- EXHIBIT Q Transit Security Plan**

AGREEMENT FOR
WHITTIER, ET AL., DIAL-A-RIDE SERVICE

THIS AGREEMENT, made and entered into this 4th day of June, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and EMPIRE TRANSPORTATION, INC., a California corporation (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 December 18, 2012, hereby agrees to provide services as described in this Contract for Whittier, et al., Dial-A-Ride Service (2012-PA045).

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, Whittier, Et Al., Paratransit Service Area Maps; Exhibit H, County Provided Service Vehicles Specifications; Exhibit I, Contractor Provided Service Vehicles Requirements; Exhibit J, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Driver's Daily Vehicle Report; Exhibit L, Preventative Maintenance; Exhibit M, Vehicle Accident Report; Exhibit N, Daily Transportation Trip Sheet; Exhibit O, NTD Monthly Ridership Form (Form MR20); Exhibit P, Controlled Substance and Alcohol Testing Program; Exhibit Q, Transit Security Plan; 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, 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 \$968,509, which includes \$124,000 for major vehicle repair work to County-provided service vehicles and for any fuel cost adjustments for the initial contract; and each contract option year, if exercised, in accordance with the contract or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2013 or Board upon approval, whichever occurs last. The COUNTY shall have the sole option to extend this Contract term for up to four additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five years and six months. 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

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at least ten days before the last day of any term, in which case this Contract shall expire as of midnight to the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in 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.

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

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

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

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 *Mark Ridley-Thomas*
Chairman, Board of Supervisors

ATTEST:

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

I hereby certify that pursuant to
Section 25163 of the Government Code,
delivery of this document has been made.

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

By *[Signature]*
Deputy

[Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

EMPIRE TRANSPORTATION INC.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By *[Signature]*
Its President

68 JUN 4 2013

Miguel Ovariz
Type or Print Name

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *[Signature]*
Its Secretary

BERTHA ASVIRE
Type or Print Name

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On April 8, 2013 before me, Cheryl C. Francis, Notary Public,
(Here insert name and title of the officer)

personally appeared BERTHA ELISA ACUIRE,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT
Agreement for William Gal Diaz - A. Wade Services
 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages 4 Document Date 4/8/13

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

 (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 8, 2013 before me, CHERYL C. FRANCIS, NOTARY PUBLIC,
(Here insert name and title of the officer)

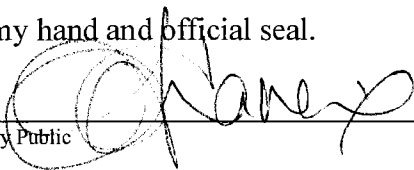
personally appeared MIGUEL ANGEL OLIVERA,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT FOR WHITTIER
GAZ. DIAL - A - RIDE SIGNER
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/8/13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

SCOPE OF WORK

WHITTIER, ET AL., DIAL-A-RIDE SERVICE (2012-PA045)

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 (Service) for eligible elderly and persons with disabilities who reside in the unincorporated County areas of Avocado Heights, Bassett, Hacienda Heights, Rowland Heights, and South San Gabriel, and unincorporated County areas surrounding the Cities of Covina, La Puente, West Covina, and Whittier. This Service will provide residents of these areas with transportation to health care facilities, shopping, recreation, senior centers, and other destinations within the defined service area. The hours and days of service is defined in Exhibit F, Service Requirements and service area is defined in Exhibit G, Whittier, Et Al., 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 service vehicles; assisting in public relations, promotions, and patron complaints; mailing, processing, and storing client applications and client correspondence, maintaining a database of client information and ridership records; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operations, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by the County.

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

The County 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 waives all claims against the County for any damages resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

The County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law including Title VI of the Civil Rights Act of 1964, as amended. The Contractor hereby asserts its commitment and assures it will comply.

D. Equipment

1. Paratransit (Dial-A-Ride) Vehicles

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

a. County-Provided Service Vehicles

The County may lease to the Contractor eleven revenue Service Vehicles as described in Exhibit H, County-Provided Service Vehicles Specifications, 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 eleven replacement revenue service vehicles, as described in Exhibit I,

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

Contractor-provided vehicles described must meet or exceed the requirements in Exhibit I, Contractor-Provided Service Vehicles 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 Vehicles Requirements. The Contractor shall provide the Contract Manager with copies of current DMV registrations for Contractor-provided Service Vehicles and provide updated registrations throughout the duration of this Contract.

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

As required by the California Air Resources Board, any new Service Vehicle introduced into Service shall be low emission alternatively fueled (i.e., propane, natural gas, or electric) or low emission gasoline.

d. Support Service Vehicles

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

e. Supplemental Taxi Service

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

2. General Terms for Paratransit Vehicles

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

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

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

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. The Contractor shall also be

prohibited from using County Service Vehicles or equipment for any purpose other than providing the Service as specified in this Contract.

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

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

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

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

Should Contractor-provided Service Vehicles be required, the Contractor shall supply a sufficient number of adequate Service Vehicles, all well maintained and in good and clean condition. Their air conditioning and lift equipment shall be in good working order. The Contractor shall supply spare Service Vehicles in the event of a County Service Vehicle shortage,

not exceeding a period of 48 consecutive hours, and substitute Service Vehicles in the event of a County Service Vehicle shortage exceeding a period of 48 consecutive hours.

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

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

3. Communication Equipment

Contractor, in the performance of this Contract, shall comply with all laws and regulations, including any and all contained within the California Vehicle Code (VC). Contractor shall be aware of and ensure compliance with California VC Section 23123, which has been revised in accordance with the Hang-Up-and-Drive Bill.

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

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

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

4. County Telephone Number

Contractor shall be required to operate and maintain the County's Dial-A-Ride Service telephone number 1(800) 439-0439.

5. Dispatch Software and Advanced Vehicle Electronics

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

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

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

The Contractor shall equip Service vehicles with MDT and GPS at its own expense. The Contractor shall remove its equipment from the County Service Vehicles upon the completion of this Contract. Contractor is given 120 calendar days from the start of the Contract to purchase, install, train personnel, and to complete the implementation for use of the system described above.

The Contractor's failure to implement the dispatch software and the MDT and GPS by the deadline may be grounds for the contract termination or suspension of the Contract at the County's discretion based upon progress made to date.

6. Automated Vehicle Locator (AVL) Devices

The County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain GPS functionality along with remote diagnostic information. These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc.

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

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

7. Internet Access and E-Mail

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

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

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

8. Office Staff Computer Skills

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

9. Business Contact Telephone Number

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

10. 24-Hour Contact Information

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

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 all Service Vehicles and equipment. The facilities shall include:

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

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

F. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

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

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

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

2. Warranty Work (County Service Vehicles Only)

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

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

3. Service Vehicle Appearance/Cleaning/Fumes

The Contractor shall be responsible for maintaining the appearance of all Service Vehicles used in this Service. The Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to the Contract Manager upon request. The Contract Manager may remove Service Vehicles from Service for unacceptable appearance.

a. Service Vehicle Interior

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

All foreign matter, such as gum, grease, dirt, and graffiti shall be removed from all interior surfaces during the daily interior cleaning process. Any damage to seat upholstery shall be repaired in a professional manner immediately upon discovery.

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

b. Service Vehicle Exterior

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

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

c. Fumes

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

d. Graffiti

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

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

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

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

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

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

5. Wheelchair Lifts or Ramps

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

6. Maintenance Program

a. General Scope

Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement along with the necessary Service facilities to provide the maintenance required for the operation of all equipment pursuant to this Contract. Contractor shall be fully responsible for the maintenance of all Service Vehicles, radios, Advanced Vehicle Information (AVI) systems, passenger counters, and all equipment to be used to perform this Service in strict conformity to all State and Federal regulations and orders, including CHP regulations and orders. Contractor's duty and responsibility to maintain all Service Vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of the Contract Manager.

b. Parts/Fluids Specifications and Requirements

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

c. Service Vehicle Damage

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

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all Service Vehicles for this Service as recommended by the Original

Equipment Manufacturer (OEM) or as set forth by Contract Manager (see Exhibit 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 Regulation (CCR), Title 13.

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

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

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

1. County Service Vehicles

For County Service Vehicles, the County will pay the Contractor on a monthly basis an amount equal to the sum of i) the number of Service Vehicle Revenue Hours provided with County Service Vehicles times the hourly rate reflected in Form PW-2, Schedule of Prices, Item 1, hereinafter referred to as "County Service Vehicle Rate;" ii) less fares; iii) less County Service Vehicle monthly rental fees of \$1.00 per month per Service Vehicle; and iv) less any and all liquidated damages pursuant to this Contract. "Service Vehicle Revenue Hours" are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of the Contract Manager, as needed, to provide the Service described in Exhibit 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 revenue Service starting from the point of first pickup to the last drop-off minus driver lunches, vehicle fuelings, and time without passengers exceeding 30 minutes. The Service Vehicle Revenue Hours shall be subject to review and approval of the Contract Manager, as needed, to provide the Service described in Exhibit 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 Service Vehicle Revenue Hours between those jurisdictions shall be prorated as follows: the County's share of the Service Vehicle Revenue Hours for the Contractor-Provided Service Vehicle(s) will be determined by dividing the number of County riders by the total number of riders on the Contractor-Provided Service Vehicle(s), and multiplying it the number of Service Vehicle Revenue Hours where the Contractor-Provided Service Vehicle(s) transported County patrons simultaneously with patrons from other jurisdictions. The County shall not be charged for more than its prorated share of Service Vehicle Revenue Hours.

4. Supplemental Taxi Service

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

5. Fuel Cost Adjustment Mechanism

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

In addition to items 1, 2, 3, and 4 stated above, the Director may adjust up to 10 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Energy Information Administration (EIA) website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm or other County approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, appropriate to the vehicle used, beginning

on the month of this Contract’s start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment.

The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment.

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

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

Sample Calculations for Purchasing Fuel at Market Prices

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

Proposal due date: December 2012

Contract start date: July 2013

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - September 2012	345.02 cents per gallon
Gasoline (Regular) - April 2013	383.23 cents per gallon
Percent change in Gasoline	11.1% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (11.1\%)$ $= (\$3.50) \times (11.1\%)$ $= \$0.39 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for July 2013	$\$35.00 + \$0.39 = \$35.39$

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

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

Proposal due date: December 2012 (Long-Term Fuel Price: \$3.00 per gallon)

Contract start date: July 2013

Renegotiation of Fuel Price: January 2013 (renegotiated price is \$3.25 per gallon)

Fuel Adjustment (FA) Component for Gasoline Price	
Gasoline (Regular) - December 2012	300.00 cents per gallon
Gasoline (Regular) - January 2013	325.00 cents per gallon
Percent change in Gasoline	8.3% increase*

Adjusted Hourly Rate (FA component)	
$= (10\% \text{ of hourly rate}) \times (\text{Percent change in Gasoline Price})$ $= [(10\%) \times (\$35.00)] \times (8.3\%)$ $= (\$3.50) \times (8.3\%)$ $= \$0.29 \text{ Fuel Adjustment (increase)}$	
Adjusted Hourly Rate for January 2013	$\$35.00 + \$0.29 = \$35.29$

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 is 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/decals on County Service Vehicles or Contractor-provided Service Vehicles per County's request.

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

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

Costs associated with the damage to the painted surface, lettering, and/or decal work that Contract Manager determines was caused or attributed to the negligence or lack of action by the Contractor will not be eligible for reimbursement. All work related to the pass-through costs shall be approved in writing, by Contract Manager before Contractor commences work.

4. Rehabilitation of County Service Vehicles

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

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

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

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

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

5. AVL Devices (County Service Vehicles Only)

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

6. Other Pass-Through Costs

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

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

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

the sole discretion of the County. This provision does not limit the County's ability to communicate with any employee of the Contractor.

a. On-Line Supervision

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

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

b. Service Management

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

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

2. Road Supervisor

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

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

- a. Ensure quality service delivery on a regular basis;
- b. Facilitate fleet deployment while performing 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.

3. Telephone Reservation and Dispatch Personnel

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

4. Office Personnel

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

Contractor shall employ personnel to monitor the two-way radios and dispatcher's console during all hours of Service operation. Required duties shall include the preparation of data, forms, and/or reports and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. The responsible person shall have experience 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.

5. Office Personnel - Training Program

Office personnel, including, but not limited to, Telephone Reservationists and Dispatchers, must complete training before they begin to work with customers independently and must receive periodic refresher courses. The Contractor is responsible for having or developing a training program that includes at a minimum of the following topics:

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

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

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

This training, in full or in part, may be given to other staff in addition to mandatory training programs applicable to their duties that are conducted

by "certified" instructors and are required to meet all Federal, State, and local requirements and standards as specified in this Scope of Work.

6. Service Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate Service Vehicles and equipment and to provide the required Service. Contractor shall be responsible for the recruitment selection, controlled substance and alcohol testing, screening, training, scheduling, supervision, discipline, termination, and all other functions with regard to the Service Vehicle operators.

a. Operator Recruitment and Selection

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

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

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

b. Operator Requirements

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

- i. Have a valid California Class B driver's license (with a minimum of a "P" endorsement) and a valid medical examination certificate, ADA training, nondiscrimination training as well as any other required licenses or endorsements required by Federal, State, and local regulations. A Service Vehicle operator who does not pass

the medical examination, shall not be permitted to operate a Service Vehicle.

- ii. Assist passengers confined to wheelchairs in boarding Service Vehicles, assist with tie-downs, and assist with securing lap belts if requested by the passenger.
 - iii. Be in uniform acceptable to County. Uniform shall include either shirt/blouse or Polo-type top with collar and skirt/slacks or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Service Vehicle operators shall display their name tag/badge.
 - iv. Assist passengers who have difficulty negotiating the steps of the vehicle.
 - v. Be available and on time daily to ensure consistent and reliable Service.
 - vi. Carry current certification of cardiopulmonary resuscitation (CPR) and first-aid training at all times during Service Vehicle operations.
- c. Operator Training

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

- i. Proper operation of the Service Vehicle to be used in Service, including defensive driving and Service Vehicle handling. Proper operation of Service Vehicles equipment wheelchair lifts/ramps/tie-downs, communication equipment, and other equipment to be used on Service Vehicles.
- ii. Training in passenger relations, ADA, nondiscrimination requirements, fare collection, the Service area, schedule orientation, and on-time performance requirements. In addition, drivers shall be trained in the use of any special vehicle electronics including, but not limited to, the Advanced Vehicle Information (AVI) system's Mobile Data Terminals (MDT), Advanced Vehicle Locators (AVL), and the two-way radio communications equipment.
- iii. Ongoing customer service and safety program training to ensure a safe operating environment. Training shall place

significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer satisfaction. This education and training will include courtesy and empathy towards the needs of senior citizens and those with disabilities. This requirement pertains to relief Service Vehicle operators as well as regularly assigned Service Vehicle operators.

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

7. Maintenance Personnel

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

Maintenance personnel shall be supervised by a designated Maintenance Manager, who shall have a minimum of three years of experience in

maintaining similar fleets of paratransit vehicles. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-21, is Automotive Service Excellence (ASE) certified in in A5 ASE Automobile & Light Truck Brakes Test and H4 ASE Transit Bus Brakes Test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months, from the start of the Contract, to comply provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Automobile & Light Truck or 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, the Contractor shall ensure that, at all times, at least one member of the Contractor's maintenance staff assigned to this Contract must be trained and certified under Section 609 of the Clean Air Act - Motor Vehicle Air Conditioning, or possess the equivalent Automotive Service Excellence (ASE) Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency (EPA) approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

The Contractor shall provide proof of Section 609 of the Clean Air Act certification or its equivalent ASE Refrigeration Recovery and Recycling Program certification to the County prior to Contract award. At any time, if

a Section 609 certified personnel leaves the service of the Contractor, the Contractor shall immediately provide an equivalent certified maintenance personnel replacement. The Contractor shall notify the Contract Manager of any change in maintenance personnel.

8. Project Safety Official

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

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 or suspension of this Contract for default.

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

a. Ridership Per Hour

The Contractor, at a minimum, shall transport an average of three passengers per hour (total passengers/total Service Vehicle Revenue Hours) of Service Vehicle operations.

b. On-Time Service

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

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

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

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

c. Curb to Curb

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

Contract Manager will work with the Contractor to modify the Service as required.

3. Phone Wait Time

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

4. Length of Rides

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

5. Complaints

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

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

6. Road Calls

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

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

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

7. County Service Vehicles

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

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

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

O. Operation During a Declared Emergency

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

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

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, termination, or suspension hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of the County and the State of California at reasonable times during normal working hours.

Contractor shall maintain and make available to the County, and/or appropriate State agencies, records pertaining to said Service in accordance with the State Uniform System of Accounts.

2. Service Operation Reports

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

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

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form, indicating Service Vehicle fleet number, mileage ("begin" and "end" odometer), time of departure and the time of arrival at time points, the number of passengers that boarded each Service Vehicle, the amount of revenue collected on each Service Vehicle, and the number of wheelchair boardings. The report shall be on a Service Vehicle and trip-by-trip basis for each Service Vehicle (Exhibit N, 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 Service Vehicle Revenue Hours, revenue miles, total Service Vehicle hours, total Service Vehicle miles operated, and fuel used (type and amount per Service Vehicle).

c. On-Time Service Report

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

d. Reservation Telephone Reports

Contractor shall submit to County a monthly telephone log of the patron reservation system. This report shall include, as 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/suspension.

f. Weekly Maintenance Inspection Report

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor as well as being submitted to the County. The Weekly

Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after contract expiration/termination/suspension.

g. Missed Trip Report

A trip is considered missed when the Contractor fails to pick up the scheduled rider. A summary report of missed trips for the month shall be submitted. The explanation for the missed trip(s) shall be specified, along with the dates and times, the Service Vehicle and trip number, and the affected total revenue miles and hours.

h. California Highway Patrol (CHP) Reports

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

i. Passenger Complaint Reports

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

j. Operational Problems, Safety Concerns, and Deficiencies

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

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

k. Accident/Incident Data Reports

Contractor shall submit a monthly summary report of all accidents (collision and noncollision) involving Service Vehicles. The monthly summary shall include the date, Service Vehicle number, location,

operator, and accident description, including any damage and/or injuries. The monthly summary shall also include cumulative accident data that indicates the number of accidents per 100,000 Service Vehicle miles. Within 24 hours of an accident or incident involving a Service Vehicle or passengers, Contractor shall provide a written report 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 M, Vehicle Accident Report. The form shall be submitted to Contract Manager within one business day along with any other supporting information about the Service Vehicle accident or incident (e.g., driver's statement, police report, witness contact information, photos, etc.).
- I. National Transit Database (NTD) 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 Exhibit O, NTD Monthly Ridership Form (Form MR20) 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. Contractor shall attend the annual NTD Reporting Workshop offered by LACMTA.
- iii. Annual NTD Reports: Contractor shall submit to County an annual report in accordance with Federal Transit Administration NTD Guidelines, as amended. County will provide the due date for submission of the NTD Report based on LACMTA requirements.

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/suspension, 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/suspension.

n. Maintenance Records and Reports

Contractor shall maintain an individual file for each Service Vehicle. Each file shall include detailed records for the reporting period and an analysis of any trends. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable Federal, State, and CHP requirements as well as any needs of County to enable it to accurately evaluate Contractor's

maintenance performance and the operating expense associated with County Service Vehicles and equipment.

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

i. Preventive Maintenance Inspection Reports

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

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

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

S. 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.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will communicate information about terrorist threats by providing information to the public, government agencies, first responders, airports and other transportation hubs, and the private sector. 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 Management Protective Measures" report available on the FTA website (<http://www.fta.dot.gov/documents/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. 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 County approved Transit Security Plan will be attached as Exhibit Q.

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.

T. Removal of Debris

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

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

U. 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.

V. Nonconflict with Local, State, and Federal Laws

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

W Responsibilities of the Contractor

The Contractor, Project Manager, and Maintenance Manager shall have a minimum of three years of experience providing the same or similar paratransit services for governmental or social service agency(ies).

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.7, Maintenance Personnel. At least one of the Contractor's Maintenance Technicians must be certified in the Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program.

Contractor shall provide proof of the required ASE and Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certifications to County prior to contract award.

Y. Utilities

The County will not provide utilities.

Z. Service Modification

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

AA. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, third-party negligence or any unanticipated or unforeseen need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rate quoted in form PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional location(s) may be added to the Contract by amendment or change order.

BB. Incentives

The following 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 Service Vehicle Revenue Hours) exceeds
3.5 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 Service Vehicle Revenue Hours) exceeds 4.0 passengers per hour.

CC. Liquidated Damages

1. In any case of the Contractor's failure to meet specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums. However, neither the provision of a sum of liquidated damages for nonperformance, untimely, or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amount of liquidated damages has been set in recognition of the following circumstances existing at the time of the formation of the Contract.
 - a. All the time limits and acts required by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and/or late performance is by Contract and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's

failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the 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 3.0 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 2.5 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. 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 Contractor 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.

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

i. Shutdown of Service Vehicles

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

j. Preventive Maintenance

PMI shall be performed per the OEM and Exhibit 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, Preventive Maintenance. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet any of these maintenance requirements may result in nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher, up to a maximum of \$5,000 per month.

k. Weekly Maintenance Inspections

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

This "I" Service shall be performed per the OEM and Exhibit 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 non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard, Contractor may be assessed liquidated damages of \$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month.

m. Deficient Service Vehicle Condition

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

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

n. Permanent Service Vehicle Rejection

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

o. Vehicle Emissions (Engine Smog)

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

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

If the Contractor does not submit the required smog check certificates to Contract Manager biennial (every two years) within

30 days after State vehicle emissions testing has been performed, the Contractor will be assessed \$200 in liquidated damages per County Service Vehicle that was not or has not passed its smog check. The Contractor shall provide a spare Service Vehicle at no charge to the County if the County has to take a County Service Vehicle to have an emission check performed or make repairs to the vehicle before passing a smog check.

p. Violation of Subcontracting of Maintenance

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section 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 P, Controlled Substance and Alcohol Testing Program Quarterly Report. All reports shall be submitted to the County within 15 days after the end of each quarter.

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

w. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE and/or Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE and/or Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed, up to a monthly maximum of \$1,000.

x. Unresolved 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 Revenue Miles by at least 25% in any calendar month, the County may assess liquidated damages of \$1,000 per month per occurrence.

z. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the Service (new contractor) shall conduct both inspections. The Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the Contractor to ensure that County Vehicles are in good mechanical condition and have good/clean appearances. The Contractor shall ensure all items listed in Exhibit K, Driver's Daily Vehicle Report, including each vehicle's brakes and tires, meet specified minimums. Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the Contractor. Preventive Maintenance Inspections (PMI's) shall be current. PMI records of County Vehicles are County property and shall be turned over to the new contractor by the Contractor. One week after the completion of the transfer of service, liquidated damages in the amount of \$100 per County Vehicle per week may be assessed for PMI records that are not provided by the Contractor for any County Vehicle.

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

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

aa. Health, Safety, and Comfort

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

bb. Fines by Regulatory and Governmental Agencies

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

cc. AVL Devices

The Contractor is not to handle or disconnect any AVL device installed on a County Service Vehicle. If an AVL device is damaged, removed, lost, or stolen, the Contractor may be assessed \$50 in liquidated damages per AVL device per Service day after the two-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced, up to a maximum of \$1,000 per month.

dd. Timely Repairs to County-Provided Service Vehicles

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

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

ee. 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.

DD. Contractor's Quality Control Plan

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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

1. Each Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor Employee position and that the Contractor Employee poses no threat or risk to the County or public.
3. Disqualification of any Contractor 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 Contractor 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 ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; 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.
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 against County.

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; 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 Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense

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

D. General Insurance Requirements

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

providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) 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 noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

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

3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate

Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

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. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, 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. Use of Full-Time Employees

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

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 Small Business 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 ten days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County, Code Chapter 2.206.

SECTION 13

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 Mew Contractor, the Contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor Contractor.

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

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than \$49,078 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, 2012.

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 2011 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 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 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 tax return.

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



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than \$49,078 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, 2012.

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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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

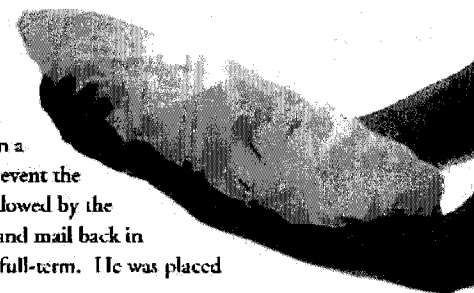
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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 Angeles. 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 Angeles 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.)

SERVICE REQUIREMENTS

Passenger operating hours of Service shall be from 7 a.m. to 5 p.m., Monday through Friday, 8 a.m. to 4 p.m. on Saturday, and 9 a.m. to 3 p.m. on Sundays (to support the stated Service hours vehicles may be dispatched up to one hour before the daily start times and return up to one hour after the end of daily Service). 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 Director to Contractor.

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

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

Every effort will be made to pick up patrons not earlier than five minutes before and not later than 15 minutes after the scheduled pickup time. Contractor shall provide backup Service to patrons in emergency situations when deemed necessary by Contractor to satisfy needs and avoid disruption of normal Service, at no additional cost to County. Group rides shall be emphasized and encouraged.

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

Service Areas

The Service area is divided into the following five (5) unincorporated County areas:

- Avocado Heights, Bassett, and Hacienda Heights
- Surrounding the City of Whittier
- South San Gabriel
- Surrounding the Cities of Covina, West Covina, and La Puente
- Rowland Heights

EXHIBIT F

The service areas are identified on the maps listed in Exhibits G.1 through G.5. Service shall be provided for the residents in those unincorporated County areas. Initial residential pickups shall occur in County unincorporated areas only, identified on the maps in Exhibits G.1 through G.5.

Eligible destinations for each of the five Service areas are those within each unincorporated County area and up to three miles outside the area as identified on the maps in Exhibits G.1 through G.5. Trips beyond this three-mile limit, except for reasonable limited local community medical appointments and for the destinations indicated below require pre-approval of the Contract Manager. This pre-approval will be provided by e-mail from the Contract Manager to the Contractor.

Service may be provided to facilities beyond the defined Service area as follows:

Unincorporated Whittier Area

- Kaiser Downey, 9333 Imperial Highway, Downey, CA.

Hacienda Heights

- Queen of the Valley Hospital, 1115 Sunset Avenue, West Covina, CA.
- Kaiser Baldwin Park, 1011 Baldwin Park Blvd. Baldwin Park, CA.
- Kaiser West Covina, 1249 South Sunset Ave. West Covina, CA.
- Medical Appointments within the City of Whittier, CA.

Rowland Heights

- Queen of the Valley Hospital, 1115 Sunset Avenue, West Covina, CA.
- Steinmetz Senior Center, 1545 South Stimson Avenue, Hacienda Heights, CA.
- St Jude Medical Center, 101 East Valencia Mesa Drive, Fullerton, CA.
- Whittier Presbyterian Intercommunity Hospital, 12401 Washington Blvd, Whittier, CA.
- Kaiser Baldwin Park, 1011 Baldwin Park Blvd. Baldwin Park, CA.
- Kaiser West Covina, 1249 South Sunset Ave. West Covina, CA.
- Medical Appointments within the City of Whittier, CA.

WHITTIER, ET AL., PARATRANSIT SERVICE AREA MAPS

- Avocado Heights, Bassett, and Hacienda Heights
- Unincorporated Whittier
- South San Gabriel
- Surrounding the Cities of Covina, West Covina, and La Puente
- Rowland Heights



GAS SERVICES

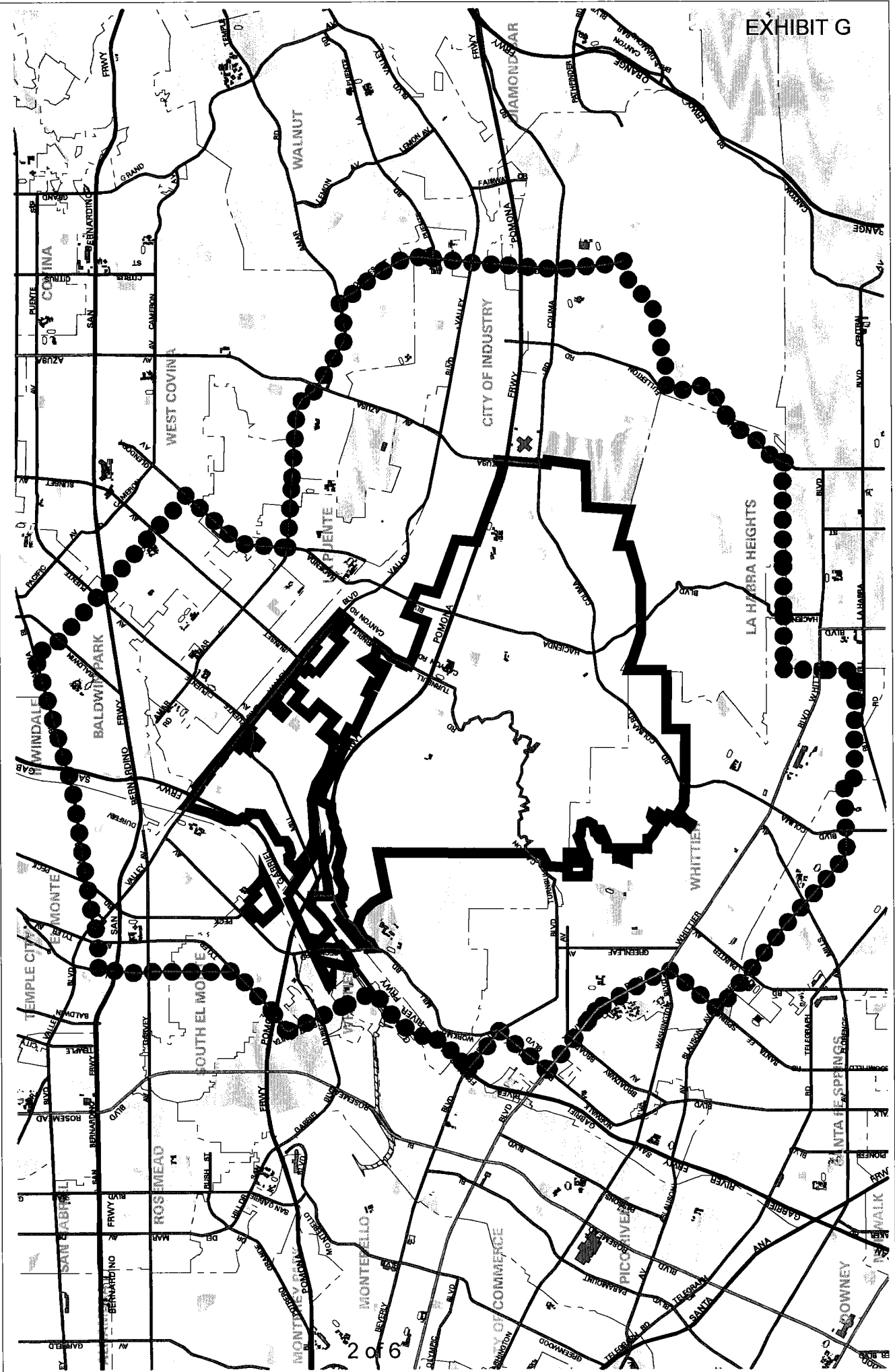
8561 FEET

1.621 MILES

Hacienda Heights, Avocado Heights, Bassett Unincorporated County, Dial-A-Ride Service Area

- HACIENDA HEIGHTS UNINCORPORATED AREA
- HACIENDA HEIGHTS DESTINATION SERVICE AREA

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GIS SERVICES

8192 FEET

1.561 MILES

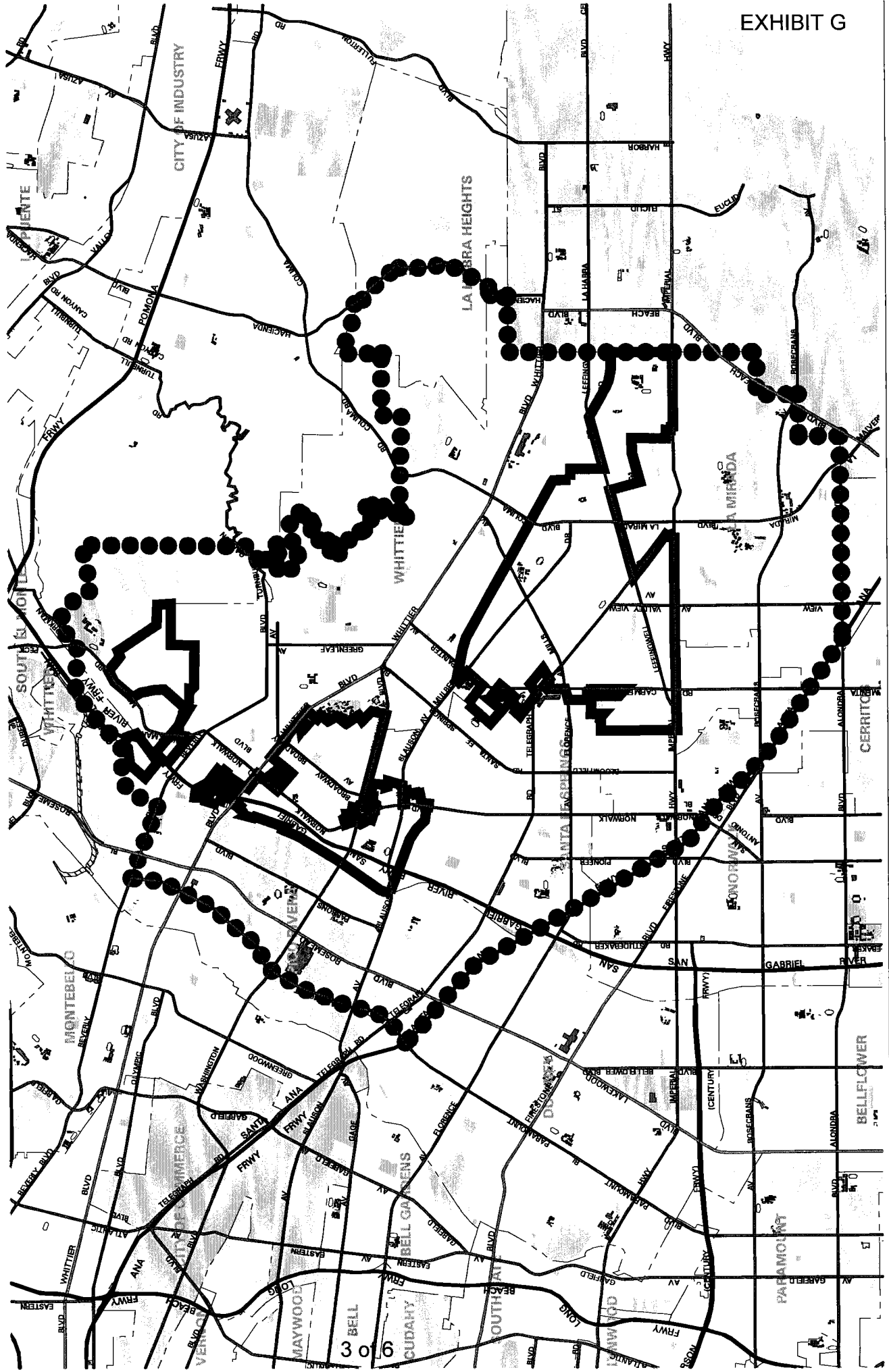


Unincorporated Whittier Unincorporated County, Dial-A-Ride Service Area

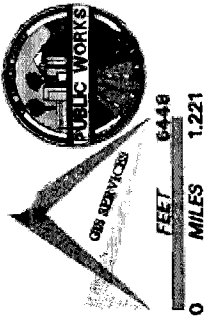
UNINCORPORATED WHITTIER AREA

UNINCORPORATED WHITTIER DESTINATION SERVICE AREA

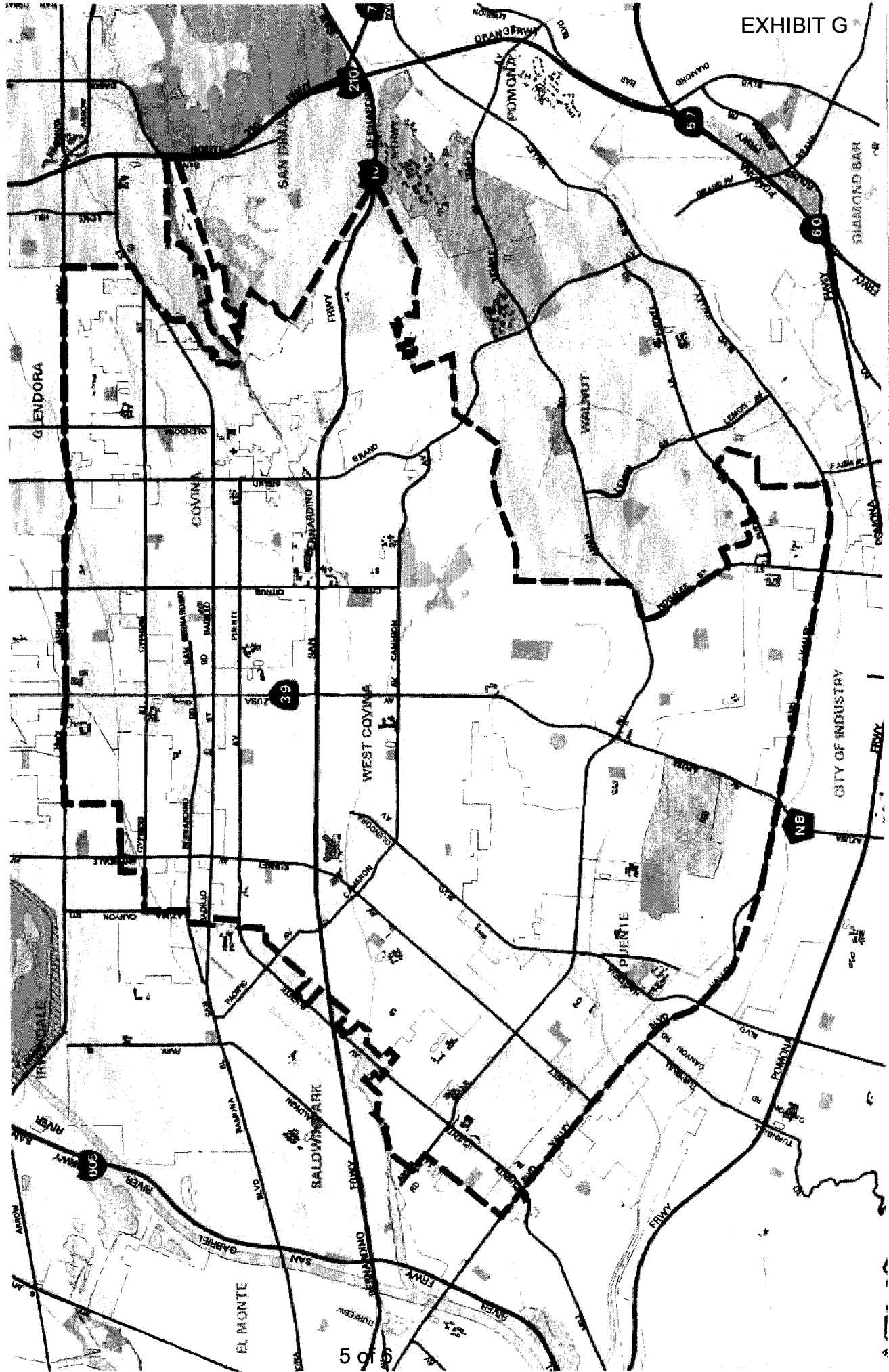
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Unincorporated Areas of Covina, West Covina, and La Puente



This map is based on the most current available information. It is not a guarantee of accuracy, and is provided for informational purposes only. The information is provided as is, without warranty of any kind, express or implied. All rights reserved.



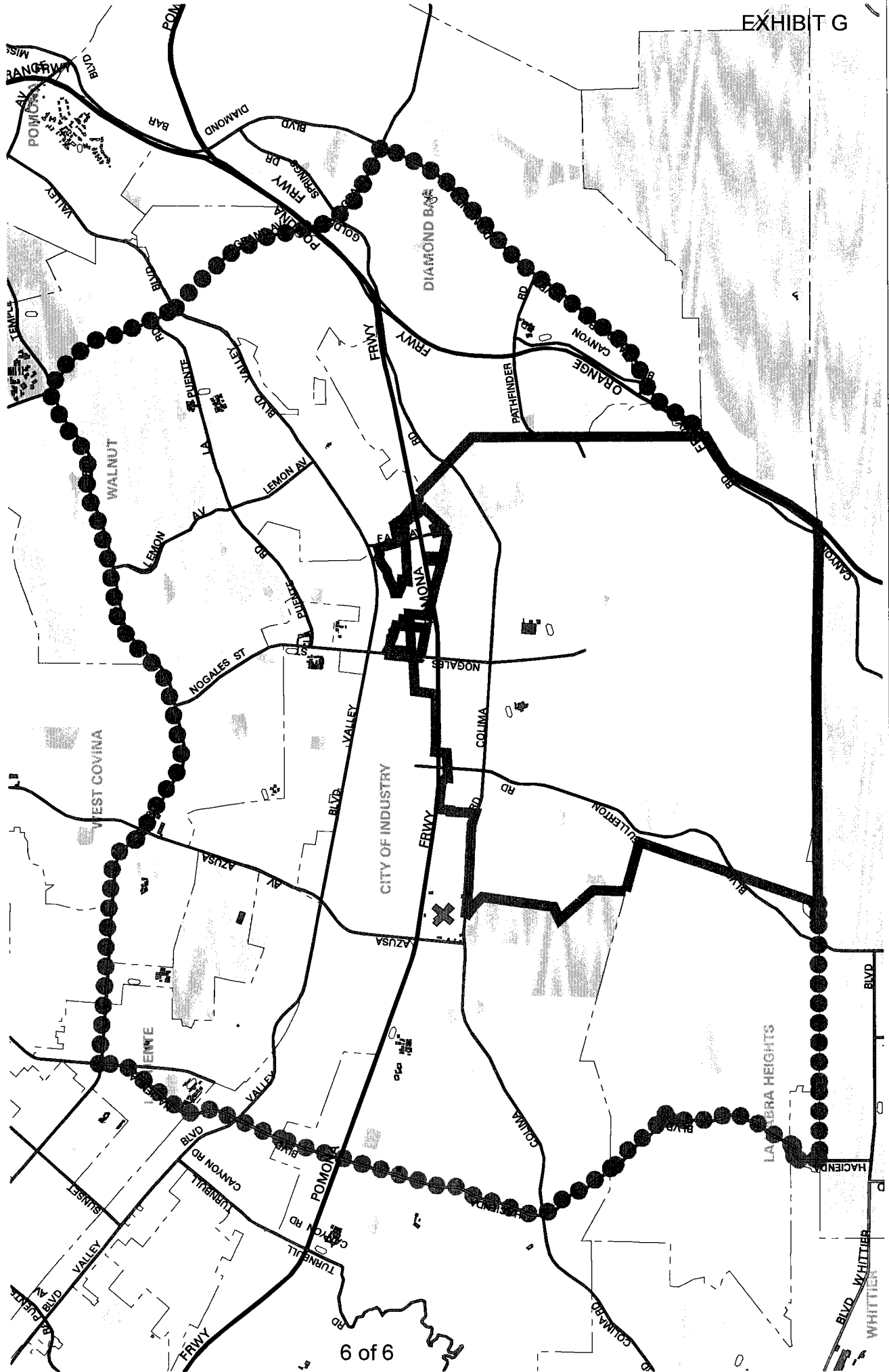


FEET 5970
MILES 1.131

Rowland Heights Unincorporated County, Dial-A-Ride Service Area

- ROWLAND HEIGHTS UNINCORPORATED AREA
- ROWLAND HEIGHTS DESTINATION SERVICE AREA

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COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

WHITTIER, ET AL., PARATRANSIT SERVICE

<u>VEHICLE</u>	<u>I.D.</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>SEATING</u>	<u>MILEAGE</u>	<u>VIN #</u>	<u>FUEL</u>
<u>1</u>	<u>L162</u>	<u>CHEVROLET</u>	<u>VENTURE</u>	<u>2001</u>	<u>2+2 Wlchr or 5</u>	<u>133,139 as of June 12</u>	<u>1GNDX03E11D213979</u>	<u>GASOLINE</u>
<u>2</u>	<u>L177</u>	<u>CHEVROLET</u>	<u>VENTURE</u>	<u>2001</u>	<u>2+2 Wlchr or 5</u>	<u>206,894 as of June 12</u>	<u>1GNDX03EX1D219487</u>	<u>GASOLINE</u>
<u>3</u>	<u>L189</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 Wlchr or 5</u>	<u>113,637 as of June 12</u>	<u>1GBDV13W18D153102</u>	<u>GASOLINE</u>
<u>4</u>	<u>L190</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 wlchr or 5</u>	<u>120,148 as of June 12</u>	<u>1GBDV13W28D152721</u>	<u>GASOLINE</u>
<u>5</u>	<u>L191</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 Wlchr or 5</u>	<u>139,556 as of June 12</u>	<u>1GBDV13W48D151604</u>	<u>GASOLINE</u>
<u>6</u>	<u>L192</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 Wlchr or 5</u>	<u>124,596 as of June 12</u>	<u>1GBDV13WX8D150652</u>	<u>GASOLINE</u>
<u>7</u>	<u>L193</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 wlchr or 5</u>	<u>118,529 as of June 12</u>	<u>1GBDV13W78D151144</u>	<u>GASOLINE</u>
<u>8</u>	<u>L194</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 wlchr or 5</u>	<u>114,378 as of June 12</u>	<u>1GBDV13W48D150534</u>	<u>GASOLINE</u>
<u>9</u>	<u>L195</u>	<u>CHEVROLET</u>	<u>UPLANDER\</u> <u>BRAUN</u>	<u>2008</u>	<u>2+2 Wlchr or 5</u>	<u>135,314 as of June 12</u>	<u>1GBDV13W88D149631</u>	<u>GASOLINE</u>
<u>10</u>	<u>L204</u>	<u>CHEVROLET</u>	<u>4500</u> <u>GLAVAL</u> <u>TITAN</u>	<u>2010</u>	<u>12+2</u> <u>Wlchr</u>	<u>31,438 as of June 12</u>	<u>1GB9G5AG0A1104709</u>	<u>PROPANE</u>
<u>11</u>	<u>L205</u>	<u>CHEVROLET</u>	<u>4500</u> <u>GLAVAL</u> <u>TITAN</u>	<u>2010</u>	<u>12+2</u> <u>Wlchr</u>	<u>29,562 as of June 12</u>	<u>1GB9G5AGXA1104524</u>	<u>PROPANE</u>

Seating Capacity: Vehicles 1 through 9 (5 ambulatory passengers or 2 ambulatory passengers and 2 wheelchair passengers);
Vehicle 10 and 11 (16 ambulatory passengers or 12 ambulatory passengers and 2 wheelchair passengers)

Useful Life: Vehicles 1 through 9 have a useful life of 5 years. Vehicles 10 and 11 have a useful life of 7 years.

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Section 1. Service Vehicle Information:

- A. 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.
- B. 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 Uplander Braun, or approved equivalent with a County-approved wheelchair ramp
- Cutaway-type Vehicles, Type 2 such as a Chevy Glaval Titan, 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

SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST

Date/Time _____ Vehicle No. _____

Checked By _____

EXTERIOR

VERY GOOD ACCEPTABLE UNACCEPTABLE

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

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	_____	_____	_____
Schedule Holder(s)	_____	_____	_____

Subtotal _____

Total _____

OVERALL RATING

_____ VERY GOOD
 _____ ACCEPTABLE
 _____ UNACCEPTABLE

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

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

ENTER BUS & CHECK!

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

RECORD ODOMETER READING

- CHECK IF PMI SERVICE 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 _____	_____	
4 _____	_____	

DATE REPAIRS COMPLETED: _____

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.

EXHIBIT L

- 4. "B" service occurs every 24,000 vehicle miles or eight 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).

<u>PMI Service</u>	<u>SERVICE Miles</u>	<u>Or Maximum Days</u>	<u>Joint PMI Services</u>
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 13 CCR Section 1215(a) and California Vehicle Code, Section 34500.

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 13 CCR Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be

EXHIBIT L

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 ramp/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 13 CCR Section 1232(b). The inspection must be a matter of record.

EXHIBIT L

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.

EXHIBIT L

- 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 ramp/lift for operation and adjustment; including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair ramp/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 County. Within one business day of taking

the sample, the sample must be delivered to a County-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 shall 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

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.

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- 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 percent of their lining shoes or pads at each wheel position. The brake material grade shall be 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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Vehicle Accident Report

EXHIBIT M



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.

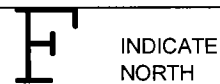
Employee: Complete form within 24 hours of vehicle accident and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.

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: _____		
Hour: _____ (Intersection or Address) 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) _____		

Police Report Yes No
 Police Agency Reporting _____

Photographs Attached Yes No
 Station _____



DRAW A DIAGRAM AND SHOW HOW ACCIDENT OCCURRED

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 Yes No

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

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

ITEMS

<p>(1) MOVEMENT</p> <p><input type="checkbox"/> 1 <input type="checkbox"/> 2</p> <p>_____ Straight Ahead _____ Lane Change _____ Making Right Turn _____ Making Left Turn _____ Standing _____ Parked _____ Backing _____ Rolling Back _____ Moving Unattended</p> <p>(2) TRAFFIC CONTROLS</p> <p>_____ None Present _____ Green Signal _____ Yellow Signal _____ Red Signal _____ Flashing Signal _____ Stop Sign _____ Warning Sign _____ Construction Sign _____ Other</p>	<p>(3) AMOUNT OF TRAFFIC</p> <p>_____ No Other _____ Light _____ Medium _____ Heavy-Flowing _____ Congested</p> <p>(4) TERRAIN</p> <p>_____ Level _____ Upgrade _____ Downgrade _____ Hill Crest _____ Dip</p>	<p>(5) ROAD SURFACE</p> <p>_____ Concrete _____ Asphalt _____ Oiled/Gravel _____ Unpaved _____ Other</p> <p>(6) VISIBILITY</p> <p>_____ Good _____ Fair _____ Poor _____ Very Poor</p>	<p>(7) WEATHER</p> <p>_____ Clear _____ Rain _____ Fog _____ Dusty _____ Snow _____ Heavy Smog _____ Other</p> <p>(8) ROAD CONDITION</p> <p>_____ Dry _____ Wet _____ Muddy _____ Snowy or Icy</p>	<p>(9) EVASIVE ACTION by Co. Driver</p> <p>_____ Locked Brakes _____ Hard Brakes _____ Slowed/Stopped _____ Steered Away _____ Accelerated _____ None _____ Other</p> <p>(10) SAFETY BELTS</p> <p>_____ Installed, Not Worn _____ Installed and Worn _____ Not Installed _____ Vehicle Unoccupied</p>
<p>Total Yrs. Driv. for Co. _____ Total Yrs. Driv. this type Veh. _____ Total Yrs. Driv. _____</p>				
<p>_____ EMPLOYEE NAME (PRINT)</p>		<p>_____ SIGNATURE</p>		<p>_____ DATE</p>
<p>_____ SUPERVISOR NAME (PRINT)</p>		<p>_____ SIGNATURE</p>		<p>_____ DATE</p>
<p>_____ DIVISION EAD OR AUTH.REPRESENTATIVE NAME (PRINT)</p>		<p>_____ SIGNATURE</p>		<p>_____ DATE</p>



PAGE# _____ OF _____ PAGES _____

DRIVER HOURS/MILEAGE _____ TOTAL TRIPS _____

TIME DRIVER SIGN ON _____ LEAVE YARD _____

TIME DRIVER SIGN OFF _____ FIRST PICK-UP _____

LAST DROP B4 LUNCH _____ LAST DROP-OFF _____

MILEAGE _____ RETURN TO YARD _____

1ST PIU AFTER LUNCH _____

MILEAGE _____

SAMPLE

BEGIN TIME _____ END TIME _____

BEGIN MILEAGE _____ END MILEAGE _____

FUELING

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													
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9													
10													
11													
12													
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17													
18													
19													
20													

DRIVER'S SIGNATURE _____ SUBTOTAL THIS PAGE _____

SUPERVISOR'S SIGNATURE _____ SUBTOTAL FROM FOLLOWING PAGE(S) _____

GRAND TOTAL _____

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 testing within three hours of a traffic accident or incident giving rise to a suspicion of substance abuse

The Provider 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 hours thereafter.

The Provider 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. The Provider 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 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, painkillers, 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, the Provider shall permanently prohibit these individuals from servicing or operating Service Vehicles pursuant to this Scope of Work.

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 24 hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Non-discretionary, Random Substance Abuse Testing

The Provider 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 25 percent 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 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 1.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, the Provider 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, the Provider 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

The Provider shall, upon receipt of substance abuse test results warranting action hereinunder, notify the subject individual of his immediate suspension and of the Provider's intention to prohibit performance of specified duties. The Provider is not required hereby to terminate employment of the individual altogether.

c. Institute A Review Procedure

The Provider 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 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 the Provider, an employee representative (who shall be an employee of the Provider), and a third party chosen by the other two.

The Board shall decide upon the consequences of the substance testing set forth in Subsection 1.b above within one 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 extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one week of the hearing. A two-thirds vote is required to overrule the Provider's intended work prohibition.

The decision shall be written but need not be a formal document.

1. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by the Provider. 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 without specific reference to individuals may be published or made available for public inspection; and the Provider will not refuse to honor a criminal or civil subpoena relative thereto.

2. Liability

The County shall indemnify, defend, and hold harmless the Provider, 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 the Provider to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**LOS ANGELES COUNTY MANDATORY
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
QUARTERLY REPORT**

Provider:

Reporting Period:

Agreement/Contract No.

Project:

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

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to project 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. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests				
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests				

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

(To be provided by the Contractor)



December 17, 2012

Eric Fong
Los Angeles County Department of Public Works
Administrative Services Division – 9th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331

Re: Proposal – Whittier Dial-A-Ride - (2012-PA045)

Dear Mr. Fong:

Thank you for the opportunity to present a proposal for the Whittier Dial-A-Ride Service. We are proud to say that Empire is Southern California's most experienced minority and locally owned transportation company. We have successfully provided shuttle services for over eighteen years for the elderly and disabled. We have established rewarding professional relationships with Altamed and Kaiser Permanente, among other customers, by providing the best service with emphasis in quality of care and efficiency.

Through the years we have developed a solid infrastructure that allows us to provide strong support to this contract by having software for dispatching and routing already in place which communicates with the drivers in real time. We also have a fully equipped facility in close proximity to the service area that will allow us to centralize the key functions of the service allowing for better control and more efficient usage of resources.

We have also developed and implemented a strong training program that places strong emphasis on customer service and ADA requirements. Another factor that makes Empire different is our management structure.

Both owners, Miguel Oliver and I, are very involved in the day-to-day operations, allowing for swift decision making without waiting for the ownership being brought up to speed. We feel that we are the best operator for this contract based on our proven experience, currently established operational infrastructure, facility, and management structure.

As Co-owner, President, and Chief Operating Officer, I am authorized to submit this proposal and to represent the Company throughout the process. We have made a thorough analysis of Addendum #1, as well as the included specifications, and have taken no exception to those requirements in our proposal. We look forward to working with DPW staff as the selection process continues.

Sincerely,


Bertha Aguirre
President & Chief Operating Officer

BRINGING PEOPLE AND PLACES TOGETHER SINCE 1968

8800 Park Street, Bellflower, CA 90706

• 562-529-2676 Ext. 114 • FAX 562-529-2220 •

E-Mail baquirre@emptransportation.com

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FINANCIAL STATEMENTS CAN BE FOUND ON AN ENVELOPE MARKED "CONFIDENTIAL" ENCLOSED WITH THE BINDER MARKED "ORIGINAL"

12-091899



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

Empire Transportation, Inc.
8800 Park Street
Bellflower, CA 90706

2. CALIFORNIA CORPORATE NUMBER

C2742033

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUL 20 2012

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

6/27/12

George C. Salmas

Agent

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



State of California
Secretary of State

S

11-682382

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 20 2011

This Space for Filing Use Only

1. CORPORATE NAME

C2742033
Empire Transportation, Inc.
8800 Park Street
Bellflower, CA 90706

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
8800 Park Street	Bellflower	CA	90706
3. STREET ADDRESS OF PRINCIPAL BUSINESS IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
8800 Park Street	Bellflower	CA	90706
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Miguel Oliver	8800 Park Street	Bellflower	CA	90706
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
Bertha Aguirre	8800 Park Street	Bellflower	CA	90706
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
Monica Escorza	8800 Park Street	Bellflower	CA	90706

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
Miguel Oliver	8800 Park Street	Bellflower	CA	90706
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Bertha Aguirre	8800 Park Street	Bellflower	CA	90706
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
Monica Escorza	8800 Park Street	Bellflower	CA	90706

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

George C. Salmas

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1880 Century Park East, Suite 417	Los Angeles	CA	90067

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Shuttle transportation and parking operations

15. 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.

7/15/11

George C. Salmas

Agent

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



II. Experience

A. Firm Background

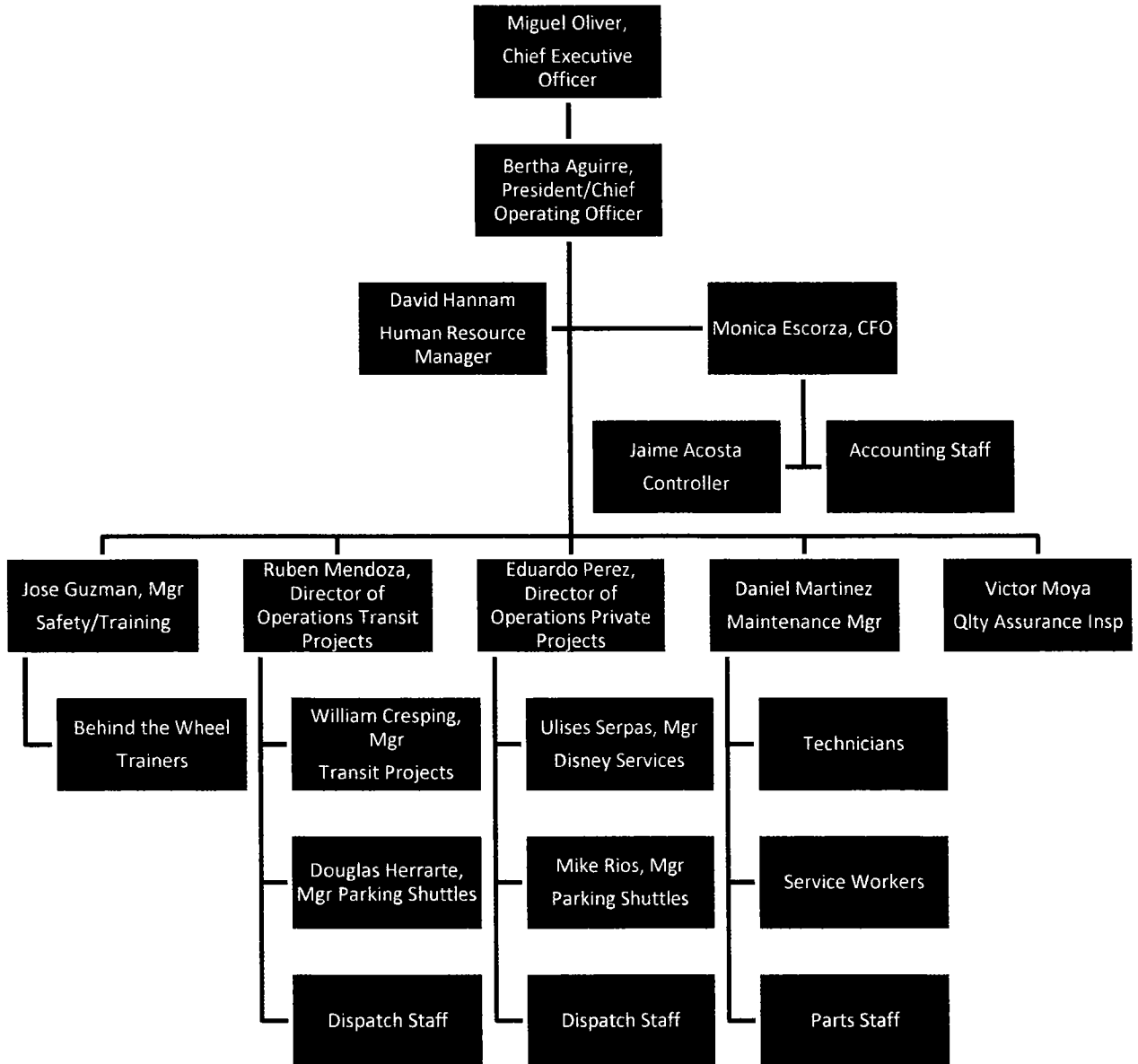
Established in 1968, Empire Transportation is Southern California's premier locally and minority owned passenger transportation company. It is a California S Corporation and all of Empire's outstanding shares are owned by Miguel A. Oliver and Bertha Aguirre who serve as Chief Executive Officer and President/Chief Operating Officer respectively. This owner/operator situation brings major benefits to our clients, including:

- ➔ Empire can move rapidly to make any decision or commitment necessary to meet the needs of our clients.
- ➔ Our staff wastes no time with the endless corporate meetings that are endemic to most national companies.
- ➔ Ownership is contagious: the proximity of our shareholders to the management team allows our managers to function as extensions of company ownership because they know the owners and their values intimately.

Empire is a local company, headquartered in Bellflower, California so there are no separate divisions. Rather project staff will have direct access to the company principals. And because company principals are locally based, the principals will know the details of this operation in real time. As part of this ownership atmosphere and the pride of ownership, no portion of this or other services is done by subcontractors.

B. Organizational Structure

1. Firm Organization Chart



2. Project Organization Chart

We at Empire are very excited to propose a highly experienced and energetic manager who has been directly working on this project as the general manager and has a proven record of providing of providing efficient and honest service to the Department of Public works.

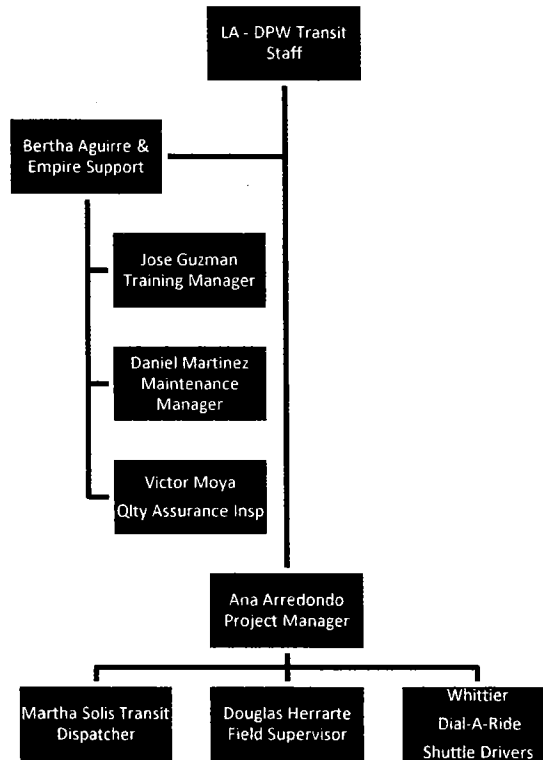
Resumes of key corporate officers and key project managers can be found beginning at page 5 of this section.

- **Ana Arredondo** worked as the General Manager for Whittier Dial-A-Ride while employed by Southland Transit. She successfully supervised the customer service call center, the dispatching department as well as the operators. She established a rewarding professional relationship with the assigned manager to this contract. Adding to her vast transit experience, she also has worked for Empire as the Assistant General Manager for the Riverside Transit operations where she showed her ability to multi-task and maintain a solid operation. Ms. Arredondo is very experienced with the reporting requirements for this project as well as all the operating procedures since she worked on this project for a period of one year. She has attended the MTA NTD reporting seminar. In addition holds the Transit Paratransit Management Certificate from University of the Pacific.

Working with Ana on the implementation of this project are several other Empire managers.

- Dispatch support will be coordinated by **Martha Solis**, Empire's transit/paratransit dispatcher. Martha is an experienced transit/paratransit professional who learned her trade as a customer service agent, dispatcher and dispatch supervisor for Access Services in the Southern area of Los Angeles County. She currently provides dispatch support for our public transit/paratransit projects in Lawndale and Bellflower.
- **Douglas Herrarte** will function as field supervisor and primary behind the wheel trainer for the Whittier Dial-A-Ride service. Douglas has been with Empire for the past 12 years. He is an experienced Manager who will be responsible for our on-road driver evaluations and for behind the wheel training.
- **Jose Guzman** is Empire's long time manager of safety and training. He is a Transportation Safety Institute certified instructor and is also certified to teach all elements of the National Safety Council defensive driving course.
- **Daniel Martinez** is Empire's vehicle maintenance manager and is responsible for our 228 vehicle fleet. The fleet includes 53 vehicles fueled by either compressed natural gas or propane and he is highly adept at the practices and procedures required for successful maintenance of vehicles operating on alternate fuels.

Project Organization Chart



3. Resumes

The resumes for key personnel and corporate managers follow.

Miguel Oliver, Chief Executive Officer

Professional Profile

Senior Executive with proven experience in all aspects of building a highly successful, customer focused, passenger transportation company.

- Management Development
- Quality Assurance
- Facility Acquisition
- Banking/financial relationships
- Active Corporate Citizenship
- Marketing and Customer Retention
- Safety/Risk Management
- Strategic Planning
- Vehicle Selection and Purchasing
- Building effective service partnerships

Professional Accomplishments

Strategy Development/Implementation

- Developed the growth strategy that has tripled the size of the company
- Built accountability systems to maintain control over far flung operations
- Move the company strongly into alternative fuels
- Designed the Kaiser purchasing and inventory systems that are still used to this day
- Opened major new company markets in the higher education sector
- Established the facility infrastructure to support expansion
- Set the example for the entire team in positioning the company as a high quality service partner for clients where quality of service matters

Financial Management

- Established financial reporting systems to assess project by project results
- Established banking relationships that have supported the company through its growth
- Established cost effective insurance relationships built on effective risk management
- Built maintenance controls to ensure effective maintenance at sustainable cost
- Established strong vendor partnership with preeminent bus sales firm in region
- Coached program managers to take ownership of financial controls in their area

Team Building

- Established the program manager system to ensure project control over wide area
- Recruited top quality financial manager to provide feedback to managers
- Established succession planning to insure long term success of Empire
- Brought in new talent at appropriate times to support company's development
- Mentored every one of our program managers in building effective client partnerships

Work History

Chief Executive Officer	Empire Transportation, Inc.	2011-Present
President & CEO	Empire Transportation, Inc.	1998 – 2011
Dir. Central Support Services	Kaiser Permanente	1970- 1998
Co-Founder	Empire Parking Services	1968 – 1970

Bertha Aguirre, President/Chief Operating Officer

Professional Profile

Senior Transportation Operations Executive with proven experience leading a team of transportation professionals providing high quality transportation services to multiple clients.

- *Transportation Operational Control*
- *Customer Relations*
- *Seasonal/Event Transportation*
- *Campus Shuttles*
- *Quality Assurance*
- *Safety/Risk Management*
- *Adult Special Needs Transportation*
- *Non Emergency Medical Transportation*

Professional Accomplishments

Operational Excellence

- *Delivered 30% productivity improvement with new dispatch software*
- *Achieved consistent year to year decreases in accident frequency*
- *Developed effective management structure for multi site supervision*
- *Attained 100% compliance with CHP, DOT, DMV and PUC requirements*

Service Implementation

- *Exceeded client expectations on every new project*
- *Recruited new program managers to handle service growth*
- *Developed specific performance standards to insure effective start ups*
- *Developed aggressive recruiting/training programs to staff new projects*

Customer Relations

- *Established high level communications with clients to insure our responsiveness*
- *Insured that clients received timely and accurate reporting*
- *Intervened personally to handle sensitive investigations or reporting*
- *Developed effective driver training programs to improve passenger service*

Work History

President/Chief Operating Officer	<i>Empire Transportation, Inc.</i>	<i>2011-Present</i>
Chief Operating Officer	<i>Empire Transportation, Inc.</i>	<i>1996 - 2011</i>
Customer Service/ Accounting Coordinator	<i>Classical Building Arts, Inc.</i>	<i>1993 – 1996</i>

Education

Business Administration/ Accounting	<i>Cal State Los Angeles & UCLA</i>	<i>1991-1996</i>
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Ana Arredondo, Proposed Project Manager

Professional Profile

Highly experienced and energetic manager of community transit and paratransit projects, including very high level experience with demand responsive systems. Experience includes successful service at every level from reservations through scheduling/dispatching, to operations/regional management and reporting. Key skills include:

- Expert software user
- Teaching basic dispatch skills
- Experience with mobile data
- Service implementation planning
- Optimizing productivity
- Accident/Incident response coordination
- Handling challenging passengers
- Counseling drivers on service problems
- Dispatch & driver motivation/cooperation
- Managing effective reporting systems

Professional Accomplishments

Operations Management

- Delivered superior service to six of Los Angeles County projects serving unincorporated areas including Whittier Dial-A-Ride.
- Successfully implemented and enforced procedures at L.A. Metro, Division 95 that resulted in the key categories measured exceeding Metro's internal performance.
- Experience in successfully managing all aspects of operations in both demand response and fixed route environments.

Control of Dispatch and Call Center Operations

- Supervised and gave guidance for the successful start up and implementation of multiple municipal dial-a-rides in LA County.
- Able to elevate and maintain a passenger per hour that exceeded contractual demand both in West Covina, Alhambra and Pico Rivera Dial a Ride.

Customer Service

- Provided effective investigation/feedback to clients regarding service defects.
- Improved on time performance in multiple and diverse dial-a-ride projects

Work History

Assistant Gen. Mgr.	Empire Transportation	2012 – Present
Project Manager	Southland Transit	2010 - 2012
Assistant Gen. Mgr	Southland Transit	2005 - 2010
Customer Service Team Leader	Southland Transit	2002 - 2005
Customer Center Rep.	Southland Transit	2001 - 2002

Education

Bachelor of Arts	Cal State Los Angeles	2006
Transit Paratransit Management Certificate	University of the Pacific	2009



Jose Guzman, Safety Training Manager

Professional Profile

Experienced Transportation safety and training professional with proven experience recruiting and training courteous safety-aware drivers. Demonstrated skills in all of the following areas.

- Commercial Driver Requirements
- Classroom Driver Instruction
- Behind the Wheel Training
- Accident Investigation
- OSHA Reporting and Compliance
- Administration of the Pull Notice Program
- Drug/Alcohol Program Management
- Driver Refresher Training

Professional Accomplishments

Service Implementation

- Trained all required drivers for every company start up
- Planned and conducted the training to support alternate fuel implementation
- Conducted required background checks of all new drivers and staff
- Managed multiple re-starts of campus shuttles on rotating calendars

Regulatory Compliance

- Worked closely with CHP & PUC Inspectors to insure full compliance
- Conducted all required harassment training
- Managed pull notice program without any inspection defects
- Successfully maintained all required driver training records

Safety/Training

- Insured that all accident/incident investigations are accomplished in a timely manner
- Conducted all driver classroom training for the company
- Provided behind the wheel training both directly and through delegated trainers
- Coordinated with external resources for required management training

Work History

Safety/Training Mgr	Empire Transportation	2004 – Present
Office Manager	Empire Transportation	1990 – 2004
Field Supervisor	Empire Transportation	1988 – 1990

Education/Certificates

Multiple Training Certifications

National Safety Council Instructor, TMA Passenger Assistance Course, Transportation Safety Institute Certified Instructor, Crisis Prevention Certified Instructor, CTA Certified Safety Coordinator, Certified Administrator – DMV CDL Program, Pull Notice Administration, Terminal Inspection Requirements, Substance Abuse Recognition and Prevention, Red Cross First Aid/CPR Instructor

Daniel Martinez, Fleet Maintenance Manager

Professional Profile

Experienced transportation fleet maintenance manager with a proven record for providing safe, clean, attractive and reliable vehicles for operations. Demonstrated skills in all of the following areas.

- Shop Scheduling
- Technician Training
- Computerized Engine Diagnostics
- Purchasing/Inventory Control
- Maintenance Reporting
- Alternate Fuel Technologies
- Warranty Management
- Regulatory Compliance

Professional Accomplishments

Service Implementation

- Handled new vehicle inspection/get ready for multiple new projects
- Coordinated design, production and application of vehicle decals/wraps
- Coordinated warranty coverage with manufacturers and modifying entities
- Installed all required special equipment (examples: fareboxes, cameras, head signs)

Control of Service Operations

- Provides immediate, on-line response to vehicle problems
- Dispatches maintenance resources to respond to problems in the field
- Coordinates preventive maintenance to support vehicle availability
- Insures readiness and adequacy of spare vehicle resources

Technical Leadership

- Insured availability of computerized diagnostic tools for technicians
- Built fully compliant air conditioning maintenance program
- Established technical documentation to support warranty claims
- Designed installation program for on board security cameras

Work History

Maintenance Manager	Empire Transportation, Inc.	2011 - Present
Maintenance Manager	Southland Transit, Inc.	2009 - 2011
Maintenance Manager	MV Transit, Inc.	2006 - 2009
Assistant Maint. Mgr.	First Transit, Inc.	2005 - 2006

Education/Certificates

Associate of Occupational Studies Degree in Automotive/ Diesel and Industrial Technology	Universal Technical Institute
Transit Engines, Transit Brakes, Transit Suspension/Steering, Transit Electric, Transit Climate Control, School Bus Brakes	ASE

Martha Solis, Transit/Paratransit Dispatcher

Professional Profile

Experienced passenger transportation dispatcher with a proven record for providing effective service scheduling, operational control and customer service support. Key areas of capability include.

- Driver Scheduling
- Use of Automated Dispatch Tools
- Providing Transit Information
- Direct Driver Supervision
- Accident/Incident Response Coordination
- Handling Customer Calls
- Preparing Operational Reporting
- Training of Dispatch Staff

Professional Accomplishments

Use of Dispatch Tool

- Expert user of DDS dispatch tools for Access Services
- Key member of team converting Access to StrataGen Automated Dispatching
- Managed conversion of Empire systems to RouteMatch Automated Dispatching

Control of Service Operations

- Managed hundreds of drivers in three different areas for Access Services
- Managed dispatch portion of a new taxi start up on the Westside.
- Handled all dispatch facets of service implementation for City of Bellflower

Customer Service

- Over 10 years of experience handling transportation customer calls
- Experienced in use of information systems to provide information to passengers
- Trained dozens of customer service agents to provide transportation information

Work History

Dispatcher	Empire Transportation	2010 – Present
Project Administrator	All Yellow Taxi	2007 – 2010
Dispatch Supervisor	Global Paratransit	2003 – 2007
Dispatcher	United Paratransit	1999 – 2003

Training

StrateGen Automated Dispatching – RouteMatch Automated Dispatching
 DDS Taxi Dispatch System – TSS ATBOS Reporting System for ASI



Victor Moya, Quality Assurance Inspector

Professional Profile

Experienced problem-solving oriented manager within the transportation industry with a proven record for evaluating all aspects of a transportation program as well as providing professional advice to improve the areas found to be deficient. Demonstrated skills in all of the following areas.

- Professional Conduct Policy
- On Road Evaluation
- Safe Work Habits
- Customer Service and Sensitivity Training
- Accident/Incident Investigation
- Service Monitoring
- ADA Customer Care Training

Professional Accomplishments

Quality Control

- Key contributor to the development and establishment of a comprehensive Quality Assurance Program at Empire
- Responsible for Customer Service and Accounts Executive training at UPS.
- Fully responsible for the job performance and safety of a team of 150 drivers at UPS.

Customer Service and Compliance

- Ensured compliance with a comprehensive Customer Service Program developed for the Call Center and Dispatch Departments at UPS
- Enforced strict professional conduct procedures at UPS
- Responsible for safety compliance as Area Manager for UPS

Employee Coaching/Counseling

- Emphasis in developing a Trust and Team approach at Empire
- Responsible for developing a Dispute Resolution Program at UPS
- Worked with drivers to improve commitment to schedules that resulted in improved on-time delivery rates and a marked increase in efficiency at UPS

Work History

Quality Assurance Inspector	Empire Transportation	2009 - Present
Area Supervisor	UPS	2002 - 2009
Account Executive	UPS	1999 - 2002
Dispatch/Call Center Supervisor	UPS	1992 - 1999
Distribution Ctr. Supervisor	UPS	1988 - 1992

Education/Certificates

B.S. in Marketing and Business Admin	Cal State LA	1985-1990
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C. Service Experience

Empire Transportation, Inc. provides high quality fixed route and demand responsive services to some of Southern California's most prestigious, quality centered organizations. These clients have chosen Empire to meet their transportation needs because of our reputation for providing transportation services that are consistent with the client's own high standards. Our success has come from working with each client to clearly understand their special needs and then designing a specific transportation program to meet those specific needs. Every client, large or small receives that same commitment to an individual customized level of excellent service from Empire.

Most relevant to the service we are proposing to Whittier Dial-A-Ride is our work for AltaMed Health Care, which provides care to senior citizens under the Adult Day Health Care (ADHC) and Medicare PACE programs in Southern California. As a result of this project Empire is the leading provider of senior transportation services in Los Angeles County, providing over 300,000 annual trips to ADHC/PACE Centers in Central Los Angeles, Lincoln Heights, East Los Angeles, El Monte, Pico Rivera, Downey, Lynwood and Cypress. The training materials and management systems that Empire has developed to support our ADHC and PACE operations make us well suited and ready to provide quality service to the users of the Whittier Dial-a-Ride Service.

ADHC/PACE participants are enrolled in these programs because they have begun to encounter problems with one or more critical life functions. We believe that our service to this population gives us a depth of experience that makes Empire more effective in operating, and training drivers for senior and disabled services in all areas. As examples:

- Empire drivers are always out of their seat and in a position to assist passengers as they exit or enter the vehicle.
- Our drivers encounter a higher number of passengers in wheelchairs and using other mobility devices; making effective securement of all kinds of mobility aids a critical part of our standard training.
- The entire staff at Empire – drivers, dispatchers, managers – understands how the onset of cognitive difficulties requires special awareness in ensuring that our passengers are able to use our services effectively.
- Our years of experience providing these services has ensured that our safety/training and management staff understand how to select and train drivers who will be successful in this very sensitive and critical demand response service.

D. References.

Disneyland Resort

Address: 1313 S. Harbor Blvd, Anaheim, CA 92802
 Contact Person: Mark Hatfield
mark.hatfield@disney.com
 Telephone: 714.781.1828
 Length of Service: June 2006 to the present
 Type of Service: Fixed Route Shuttle Service – 365 Day
 Operation
 Fleet: 12 Type VII and VIII Medium Transit
 Vehicles – CNG Powered
 Revenue Hours: 53,655



Los Angeles Dodgers

Address: 1000 Elysian Park Ave
 Los Angeles, CA 90012
 Contact Person: Anthony Squeo
ASqueo@standardparking.com
 Telephone: 614.332.0185
 Length of Service: 2004 to the present
 Type of Service: Parking Shuttle Services
 Fleet: 7 Medium Transit Vehicles – Most CNG
 Revenue Hours: 2,975



City of Lawndale "The Beat"

Address: 14717 Burin Avenue, Lawndale, CA 90260
 Contact Person: Mike Estes, Dir. Community Services
mestes@lawndalecity.org
 Telephone: 310.973.3272
 Length of Service: 2009 to the present
 Type of Service: Community Fixed-Route Service
 Fleet: 3 Type VII Medium Transit Vehicles
 Propane Powered
 Revenue Hours: 6,800 annually





City of Bellflower

Address: 16600 Civic Ctr Dr, Bellflower, CA 90706
Contact Person: Richard Pierce
rpierce@bellflower.org
Telephone: 562.804.1424
Length of Service: July 1, 2010 to the present
Type of Service: Fixed Route & Dial-a-ride
Fleet: 6 Transit Vehicles
Revenue Hours: 8,500



AltaMed

Address: 500 Citadel Drive, Los Angeles, CA 90040
Contact Person: Castulo de la Rocha, Chief Executive Officer
cdelarocha@altamed.org
Telephone: 323.725.8571
Length of Service: 2001 to the present
Type of Service: Demand Responsive Service
Fleet: 40 Cutaway Paratransit Vehicles
Revenue Hours: 61,504



Kaiser Permanente

Address: 11666 Sherman Way, N Hollywood, CA 91605
Contact Person: Bill Bafford
bill.bafford@kp.org
Telephone: 818.503.7061
Length of Service: 1994 to the present
Type of Service: Fixed Route and Demand Response
Fleet: 32 Cutaway Transit Vehicles
Revenue Hours: 112,268



DPW – Sunshine Shuttle

Address: 900 South Freemont Ave, Alhambra, CA 91803
Contact Person: Vanessa Rachal
vrachal@dpw.lacounty.gov
Telephone: 626.458.5960
Length of Service: 2011 to the present
Type of Service: Fixed Route
Fleet: 2 EZ Rider Transit Vehicles
Revenue Hours: 6,972





D. Minimum Mandatory Requirements Met

Empire meets each and every one of the minimum mandatory requirements as set forth in the Request for Proposals and Form PW-20. This is shown fully throughout our proposal.

The three years of experience providing same or similar demand-response/Dial-A-Ride service is explained fully in this section, and we invite County staff to contact our clients to confirm our ability to perform and meet and exceed client expectations.

Our proposed manager, Ana Arredondo, meets and exceeds the minimum experience set forth in the RFP. This is confirmed by his resume at page 7 of this section.

Empire's CHP inspections for the past three years have been attached at Tab III, Work Plan. Our commitment to maintaining our client's vehicles as well as our own is an essential part of our service.

Full compliance with the requirements for a spare vehicle as set forth at Tab V and Form PW-19.

Full compliance with requirements for licenses and permits for our drivers. Copies have been included in Tab VII.

Full compliance with the requirements set forth for the assigned technicians as provided in form PW-21.



III. Work Plan

A successful and efficient Dial-A-Ride service is based in the ability to minimize the scheduling peaks and valleys. This is achieved by establishing a well trained and technologically equipped Dispatching department that works very closely with the Call Center. By this statement, we are not forgetting about forming a strong team of drivers and supervisors in addition to a well maintained fleet. The following are the different components of our work plan:

A. Staffing Plan

1. Organization

The following table provides detailed disclosure of the labor resources that we would dedicate to this project. The information is different than the LW-8 in that it shows all Empire staff that will be involved with the project rather than, as with the LW-8, just the positions that will be charged to the project for financial calculations. As an example there will be additional dispatch and road supervision support for this operation during all hours that vehicles are in revenue service but on the LW-8 only the dedicated positions are noted because those positions are already in place at Empire and need not be charged to this project. Note that Empire is at all time cognizant of the LA County requirement for all staff to be full time. Any position shown as less than full time on the LW-8 reflects cost sharing of positions between this project and other Empire projects. In following pages you will find a detailed Staffing Plan.

Position	# of Positions	Duties	Annual Hours	Hours Charged to Project
Driver	10	Operate transit vehicles on route	22,005	22,005
Project Mgr	1	Overall project direction	2,080	1,560
Field Supvr	1	On road supervision & training	2,080	2,080
Maintenance Manager	1	Overall vehicle maintenance direction	2,080	0
Mechanics	11	Repair & Preventive Maintenance	22,880	2,080
Service Worker	4	Bus Cleaning	8,736	2,340
Safety/Training Manager	1	Classroom training, supervise behind the wheel trainers	2,080	0
Qlty Assurance Inspector	1	Monitors adherence to Quality Assurance Program	2,080	0
Dedicated Dispatchers	2	Monitor service performance, coordinate emergency response	4,160	4,160
Reservationists	2	Call takers, input data in Routematch, Customer Service	4,160	4,160
President & COO	1	Coordinate implementation, handle service escalation issues	2,080	0

2. Staff Position & Tasks

a. Project Manager

In Dial-a-ride services, an experienced hands-on manager with the ability to motivate her/his staff is extremely important. In Ana Arredondo the Department will have a Manager that can hit the ground running since she has already worked on this service and in this capacity. The Project Manager has a multitude of duties but we believe that the key elements of the job are:

- Selecting drivers that are committed to passenger satisfaction and safety.
- Providing orientation and training to our staff so that they know how to provide service effectively.
- Insuring that we give our drivers a clean, fully functional vehicle for daily service.
- Intervening rapidly when there are any signs that an employee is not able to provide quality service.
- Providing rapid and comprehensive investigation of any accidents, incidents or complaints.
- Providing operational reports to insure that our client has all of the information required to effectively monitor our service.
- Insuring that our reporting meets the audit standards for the MTA voluntary NTD reporting system or any report as required by the Department.
- Insuring the all the requirements as set forth in the RFP for the call center, productivity levels, customer service and complaints resolution are met and when possible exceeded.

b. Drivers

Driver Trainee Selection

Our goal is to retain existing employees that are familiar with the system and customers. If the active drivers meet the criteria described below and they are in good standing with the Department, they will be given priority in the hiring process.

Every applicant seeking to become an Empire driver must submit an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) along with his/her application. The printout provides invaluable information regarding an applicant's driving experience and infractions.

The Empire Safety & Training Manager is responsible for the final selection of applicants seeking to be driver trainees, based upon consideration of the individual's application, interview and motor vehicle record. However, at a minimum Empire will not employ those whose record displays any of the following:



1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked drivers license due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding 7 years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.



Driver Training Requirements

Once chosen for training, trainees undergo training based on the following curriculum. A full copy of the Empire Safety Training Program can be found in the Appendix. Only upon satisfactory completion of the curriculum will a driver be released for service as an Empire driver. At a minimum, the following subjects are taught as part of the required driver training.

Subject Area	Trainee has no CDL or Passenger Endorsement	Trainee has CDL and Passenger Endorsement
Classroom Instruction		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/ Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	3 Hour	3 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
Behind the Wheel Instruction		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 - 40 Hours	4 - 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 - 32 Hours
Total Training Hours	70 - 115 Hours	34 - 62 Hours

Note - Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.



Refresher Training

Empire conducts an ongoing schedule of refresher training courses. Normally, these are held once a month, for a minimum period of one hour. To maintain a position at Empire all employees, such as Whittier Dial-A-Ride drivers are required to attend at least eight refresher classes a year. Every staff member is required to participate in the location safety program meetings.

Background Checks

All Empire drivers will undergo a criminal background check before being assigned to revenue service.

Tasks

After a driver has completed all the training and the background checks, and has been put on service, their duties are to drive the routes in a safe manner, in compliance with the schedule, and providing courteous service to the riders. Additionally each driver is expected to communicate with the project manager, supervisor and dispatch if any issues or questions arise. Each driver is expected to manage fares and maintain the required reporting so that our project reporting complies with NTD and contract standards.

c. Maintenance Personnel

Our Safety and Training Policy includes standards for the initial training of maintenance personnel. We require that maintenance personnel who operate a vehicle on a public roadway must have a license applicable to the vehicles operated. Additionally all maintenance personnel undergo a minimum of 20 hours of original driver training including company orientation and policy, defensive driving, hazardous material handling, dealing with blood borne pathogens, sexual harassment, body mechanics, emergency procedures and drug and alcohol policy requirements.

We also recognize that the growing complexities of servicing transit fleets require on going training. Today's vehicles include complex computer systems and advanced cutting-edge engine technologies. In such an environment it is a challenge to keep the maintenance staff current with industry changes. As quality maintenance is an essential element of service quality we are committed to the continual training and upgrading of our maintenance employees' skills. We use multiple sources for mechanic training including the courses and resources offered by the manufacturers, vendors, as well as the National Institute for Automotive Service Excellence (ASE), the Service Technicians Society, and the Transportation Safety Institute. The company has established financial incentives for technicians who attain ASE certifications. We also identify training sources and work with the maintenance staff to arrange their schedule to attend training or study for certifications they need to further enhance their maintenance skills. After a member of staff develops a new expertise through training, she or he is asked to share that information and expertise with the other employees.

Tasks

The job tasks for maintenance staff fall in the following areas:

- Performing preventive maintenance inspections.
- Diagnosing observed or reported problems with vehicles.
- Repair or replacement of parts or subsystems to return vehicle performance to OEM standards.
- Performing their duties with their safety and the safety of co-workers always uppermost in their minds.
- Insuring that hazardous and/or polluting substances are handled in accordance with professional practice and legal requirements.

d. Supervisors

Supervision of drivers in service comes from three primary sources:

- Our project managers spend time in the field, not only in the office, and are an integral element of our operations monitoring. The Project Manager is also directly responsible for the accuracy and integrity of project reporting as well as maintaining and improving the productivity lever of three (3) passengers per hour with the highest level of customer service possible.
- The Field Supervisor provides direct, on site supervision of our service operations on a daily basis. They also ensure that drivers are relieved on schedule for legally required breaks and further, that these reliefs are accomplished without causing service delays.
- The Dispatch Center maintains positive control of service operations throughout the service day, as drives are required to report any service delays throughout the day.
- The Call Center is the first point of contact for the stakeholders that is why is key to maintain a high level of customer service. It is also important for the reservationists to have the knowledge and ability to provide accurate information as well as traveling time options which will allow us to maximize the resources at hand.

Tasks

Effective dispatchers, reservationists and field supervisors are critical to the success of a Dial-A-Ride project. Their principal role is in supporting drivers in order to provide a team atmosphere and shared commitment to service quality. The most important tasks are:

- Communicating with drivers to insure they understand that the best way to protect all the parties involved in any situation is to make quick and accurate reports about any problem they encounter.
- Monitoring driver performance to provide a reminder that late service or poor service will be noticed and dealt with.



- Insuring that drivers take the breaks that are legally required. This is not only a state law mandate but it is proven to improve driver's productivity.
- Providing rapid support when drivers need emergency resources.
- Provide and record accurate information to and from the requesting party in order to insure a smooth scheduling and service.

e. Office Staff

Existing staff in our office in Bellflower handles the counting of fares and recording of fares, as well as the deposit of funds in the bank. Staff there also processes payroll, handles human resources, pays vendors and renders accurate billings to our clients. Note that Empire adheres to best practices in the area of fare handling and billings in that the staff who count fare receipts are not in any way involved with either the billing of service OR the reconciliation of expected fares to actual fares.

B. Communication Plan

Mobile Communications

Empire will provide two forms of mobile communication between drivers, dispatch and supervisors. The most basic will be through the use of a Nextel push to talk device. The device provides better coverage than any radio system, and is allowed by State law as long as it is not used as a cell phone or for texting. We will also provide an MDT that will be installed in the vehicle. The MDT will have GPS capabilities as well as the ability to communicate in real time with our scheduling program, RouteMatch. This device will also have cell phone capabilities as a backup plan in case of failure of the two-way radio network. The use of the cell phone capability will be in case of emergencies only. We have a zero tolerance policy for cellular phone use and texting while driving and we enforce it aggressively, including through the use of our video surveillance system that can be installed on the vehicles with the Department's approval.

Scheduling Software

Our company decided to find a software, outside the widely known provider, that had all the same tools available as well as reporting capabilities at a lesser cost. RoutMatch met this criteria. We have been running RoutMatch since 2009 for our customers and the satisfaction level from both sides is very high. In the Appendix you will find detailed information for RoutMatch as well as sample of some of the reports produced.

Internet Connections

Our company has provided internet connections and individual e-mail addresses to our principals, and project managers for a long time. Each manager and supervisor has an individual e-mail address, which allows direct communication between the manager and the client. The e-mails can be seen either on the managers computer in the office, or through the smart phone phone each carries with them.



Communication via Dispatch Office

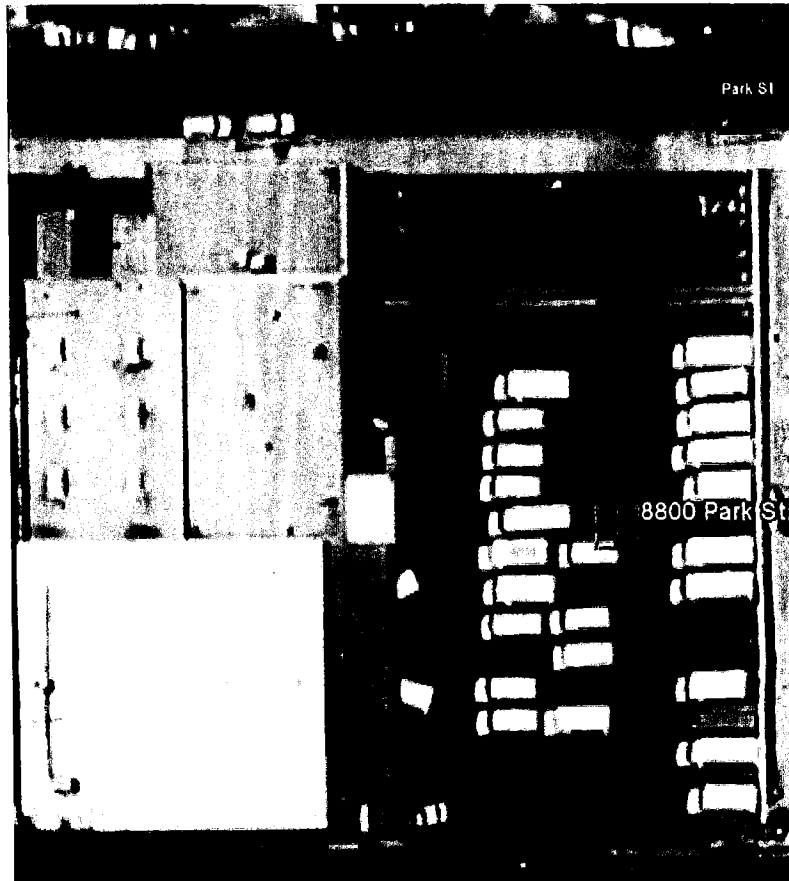
Calls regarding the Whittier Dial-A-Ride Service will proceed through the dedicated call center office at our Bellflower facility. We will maintain and support the toll-free number listed in the RFP. In handling such calls the reservationists as well as dispatch employees will have access to general information regarding the service and the capability of taking calls regarding complaints, or to connect the caller with the appropriate manager or supervisor to handle incident or accident calls. The call center and dispatch office have full ability to connect callers to the appropriate supervisor or manager as required.

County staff will also have available, in addition to the dispatch and office line, the cell phone numbers of the Project Manager, and the Company President.

C. Storage & Maintenance Facility

We have two facilities available for storage. One is our corporate office located at 8800 Park Street in Bellflower (shown in the picture below). The second facility is located at 8701 Park Street in Bellflower (shown in the following pages). There is sufficient space at either facility to accommodate the County vehicles. Both lots have a security fence and are lighted, as required in SOW Exh. A §F 2.c. The distance from the proposed facilities to any given point within the service area is approximately 12 miles.

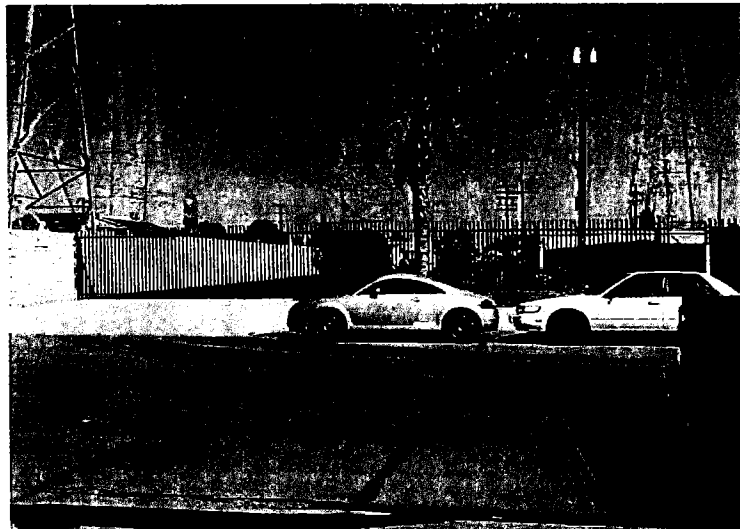
The corporate site provides over 10,000 square feet of enclosed maintenance space (large building at bottom left) and almost 12,000 feet of office, training and multi-purpose space in the buildings just above the shop building in the site plan.

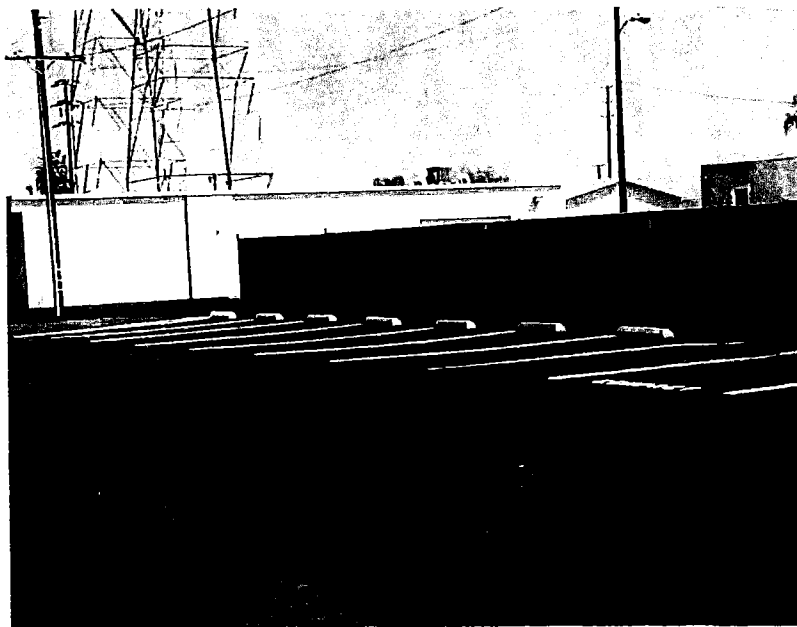
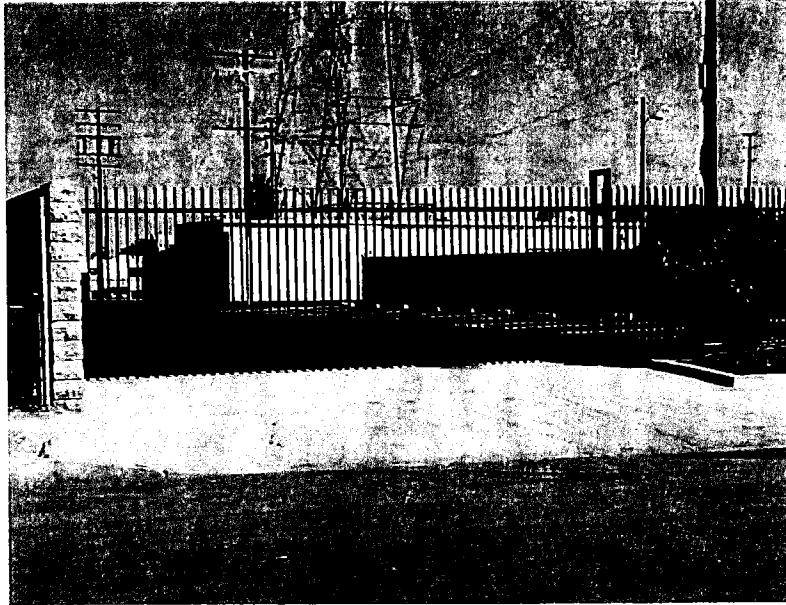


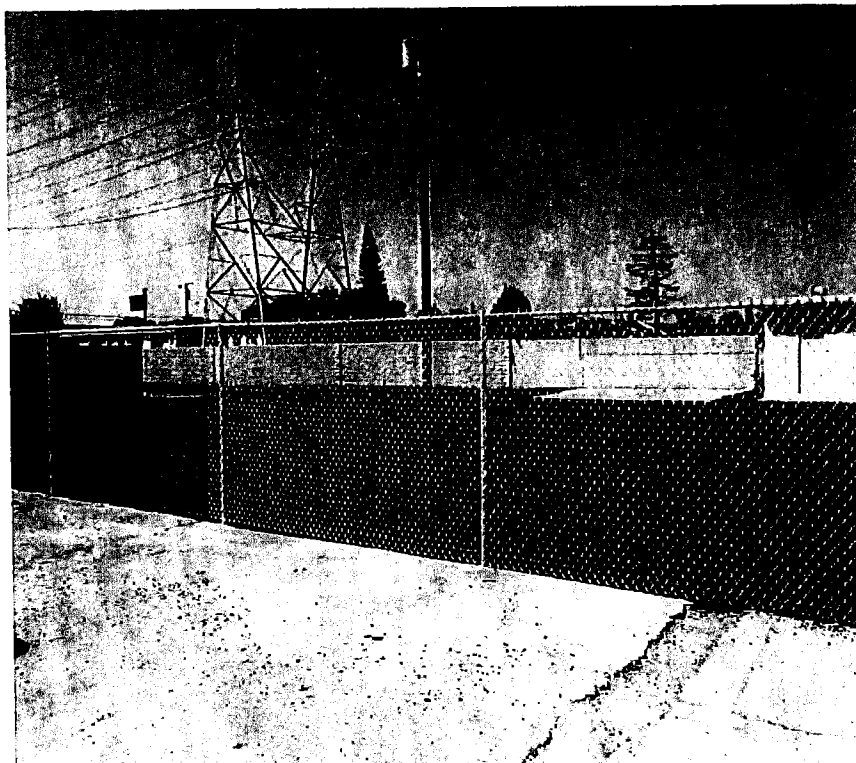
The second facility has capacity to store approximately 40 additional vehicles. It is located within a 3 minute walk from our corporate office. Below is the aerial picture before improvements.



The following are pictures after the improvements to the property.







Equipment

Our corporate facility is fully equipped to provide maintenance for the Whittier Dial-A-Ride service vehicles. The following major maintenance equipment is already in place.

- Full shop compressed air system and all associated hoses and plumbing
- All required air tools, ¾ drive and above
- Lighted high pressure vehicle wash rack with fully permitted wash water recovery/recycling
- Hoists for all sizes of equipment serviced
- 10 ton Vehicle support stands
- 5 ton Vehicle support stands
- 10 ton air/hydraulic rolling floor jack
- 20 ton air service jack
- ½ ton air/hydraulic Transmission jack
- 2000# Engine hoist
- 20 ton hydraulic press
- 7249 suspension ball joint service kit
- Heavy duty tire machine
- Computerized tire balancer
- Professional brake service station, including full refinishing capability
- Refrigerant recovery/service machine
- A/C refrigerant analyzer
- Nitrogen A/C system leak test system
- Ultra violet A/C leak detection kit
- Hydra krimp – A/C hose repair kit
- Engine diagnostic scan tool systems for all engines serviced
- Combustible gas detector
- Battery/Charging system analyzer
- Cooling system pressure test kit
- 400 amp battery charger
- Wire/aluminum mig welder
- Gas welding torch set
- Aqueous parts washing tank
- Self contained emergency response service trucks

Administrative/Training/Dispatch Space

Our facility is already providing space for each of these key functions and has more than adequate space to add the personnel required to support this service. We relocated our dispatch center into newly constructed space. This change provided significantly more space for both dispatch and the administrative/clerical offices. We have plenty of space to accommodate this proposed operation.



Fueling

Our facility does have on-site fueling capability for propane that will accommodate two of the vehicles used for this service. We also have a corporate account with Arco for the gasoline powered vehicles. Drivers have a fuel card with pin that allows them to fuel vehicles at any Arco facility throughout Southern California.

D. Maintenance Plan

Mission Statement

The Maintenance Department's primary mission is to effectively and efficiently provide safe, clean, reliable, and comfortable vehicles for use by its drivers and the passengers they serve and to do so in accordance with California Highway Patrol Motor Carrier requirements as well as the requirements levied by the Federal Government upon DOT motor carriers. This principles apply to all vehicles operated by Empire regardless CHP regulations.

Graduated Preventive Maintenance Program

The emphasis of Empire's maintenance program is preventive rather than reactive maintenance. A strong preventive maintenance program effectively reduces overall maintenance costs by decreasing the number of road calls and the high cost of unpredictable repairs caused by reactive maintenance. Empire uses a graduated preventive maintenance program (PM) that is based on the manufacturer's recommendations and modified based on our experience and the local conditions we deal with in our individual services. Solid PM practices maximize useful life, are cost efficient over the life of the vehicle, and ensures that our vehicles remain in safe operating condition.

Empire has an aggressive preventive maintenance program that schedules bus inspections based on a variety of categories. A PM schedule is developed for each type or group of vehicles we operate. The PM schedule established is based upon usage and vehicle type. The schedule is progressive. Each successive PM includes a higher level of maintenance inspection activity. Vehicles are inspected based on mileage and time. In addition, each vehicle receives an annual comprehensive inspection.

Our maintenance staff continually reviews our practices to identify potential improvements to the program. This assures optimum benefits from the scheduled inspections. This is especially necessary in the area of understanding brake wear. There can be significant differences between similar vehicles in different model years and it is critical that technicians understand the expected wear cycle so that brakes are serviced based on inspections rather than degraded performance noticed by drivers.

On-time Inspection Variance

The allowable variance with all preventive maintenance inspections is a minus 500 miles to a plus 300 miles. Any inspection completed within this parameter is considered on time. Each sub-fleet has its own specific PM schedule. In the case of the Whittier Dial-A-Ride the schedule is built around the requirements set out in the County Maintenance Program attached at Exhibit J of the Request for Proposals.

Preventive Maintenance Inspections

Driver Daily Vehicle Inspection

Prior to putting a vehicle into service the driver is required to perform a detailed pre-trip inspection of their assigned vehicle. Any defects or concerns are noted on the Daily Vehicle Inspection Report (DVIR), a copy of which is attached in the Appendix. In order to better comply with Federal DOT requirements, we have organized these forms into a booklet of three part forms which contains the approximately a month of driver inspections. The booklet is attached securely to the vehicle so that it cannot be misplaced.

The driver reviews the prior form, signs at the bottom and then completes the current day's form before placing the vehicle into service. If the driver checks the unsatisfactory box, the vehicle must be examined by the maintenance department before it can be placed into service. At the end of the day the driver is required to initial the post trip inspection box to insure that the federally required post trip inspection is accomplished. The top two copies of the DVIR form for the day are torn out of the book and turned in to dispatch with the driver's daily paperwork.

If there are defects the top copy of the DVIR are forwarded to the maintenance department, the second copy is retained in the office to evidence compliance with inspection requirements. The DVIR is reviewed by the Lead Mechanic on the shift. Repairs are prioritized to ensure that all safety related defects are completed before the vehicle goes into service again. In no case will any service defect, with the exception of only non-safety or cosmetic, be allowed to persist past the date of the next regularly scheduled preventive maintenance inspection. The DVIR booklets are changed at the time of the PMI-A inspection. Booklets are retained on file in the maintenance department to evidence compliance with CHP and Federal DOT requirements for pre-trip inspections.

Drivers are thoroughly trained in pre-trip inspection requirements and are not allowed in revenue service until they can demonstrate full proficiency in conducting the appropriate inspection for the type or types of vehicles they will be called upon to operate. The effective performance of these inspections is a major item of emphasis for



our service monitors. Drivers are also expected to leave their vehicle broom clean at the end of the day with all refuse removed.

I Inspection

The I inspection that is required in the DPW maintenance program encompasses the same points that are covered by our pre-trip inspection form with the exception of the inspection of the engine accessory drive and the measurement of drive belts. The principal difference is that the I inspection is to be conducted by a qualified and ASE certified technician. To document the I inspection we will have the technician conduct the inspection right on one of the DVIR forms in the DVIR log and adding a notation on the condition of the accessory drive and the drive belts. This methodology will insure that the record of the I inspection will be retained as a permanent part of the record.

J/A Inspection

The J/A Preventive Maintenance Inspection (PMI-J/A) is performed at intervals of 30 calendar days or 3,000 miles, whichever come first, thus meeting or exceeding both the manufacturer's recommendations and the DPW specifications. The inspection is conducted using a form, which is designed specifically for the type of equipment being maintained, in this case a propane powered integrated transit coach. Note that this form includes inspection of all key subsystems, including brake wear, climate control performance, charging system condition and wheelchair lifts as well as all other services required by the manufacturer.

"B" Inspection Service

This a DPW required inspection, conducted at 8 months or 24,000 miles, whichever comes first, that includes a J/A Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

"C" Inspection Service

This a DPW required inspection, conducted at 16 months or 48,000 miles, whichever comes first, that includes a J/A Inspection and a C Inspection plus all of the additional items specified in the DPW maintenance program contained in Exhibit J.

Additional Service

At every third "C" service, conducted at 48 months or 144,000 miles, whichever comes first, the services specified in the DPW program will be added.

Oil Samples

Oil samples for engines and transmissions are to be taken at 500 miles in advance of the J/A and B services. County staff will be notified seven days in advance of the sampling so that staff can be present if desired.

Brake Inspection

At each inspection the technician provides an estimate of the percentage of depth remaining on the brake shoes. This allows the Maintenance Manager at the facility to schedule the brake service in a way that directly addresses the wear rate on each axle. Normally the Manager is able to schedule the brake inspection at the same time the vehicle will be down for a PMI-J/A or higher inspection thereby reducing vehicle down time.

In every case the brake drums will be resurfaced after which a measurement will be taken, and recorded on the repair order, using a brake micrometer to insure that the drum will continue to meet minimum wear requirements throughout the wear cycle of the new shoes. Drums and shoes will be replaced with approved OEM quality components. Wheel bearings will be cleaned and inspected before re-assembly. Oil and grease seals will not be reused on re-assembly.

Since wear rates can vary significantly between front and rear axles it is not necessary that brakes on both axles be disassembled at the same time. No single wheel brake repairs will be undertaken. If for some reason one brake on an axle requires repair (due to a leaking seal for example) the other brake on that axle will be renewed as well.

Engine Service

Empire no longer uses a "tune up" service. There is a regular change of spark plugs and wires as required by the DPW program but the rest of the engine maintenance is accomplished using computer diagnostics whenever a "check engine" light is encountered. We ensure that each maintenance facility has updated computer diagnostic software for each type and series of engine that is maintained.

Air Conditioning

Empire does not do seasonal air conditioning "campaigns" as we believe the climate controls need to work year around. AC output is monitored on every J/A inspection and through the DVIR process with a diagnostic process indicated if optimal performance is not evidenced on these inspections. We insure that condenser coils are free of airflow impediments on each and every inspection.

Wheelchair Lifts and Securements

Evidence of inspection and maintenance programs for wheelchair lift equipment, wheelchair ramps and securement devices is a major item of emphasis for modern transit service. We have incorporated all of the manufacturer's recommended steps into the DVIR and the PMI-A so that checks required by the manufacturer at 10 and 150 cycles are performed as required. Four point tie down and lap/shoulder belt equipment is also inspected at each PMI-A.



Authorize, Direct, and Control Maintenance Activities and Costs

The Maintenance Manager is responsible for developing the PM schedule for the vehicle fleet and ensuring that all PM activities are completed in a timely manner and consistent with the manufacturer's recommendations.

Each day the Maintenance Manager prints and reviews the PM Tracking report to identify which vehicles are due or coming due for Preventive Maintenance. Most regular PM inspections will be accomplished on the second maintenance shift where removal of the vehicle from service will not detract from operational capability. The Maintenance Manager will also review the vehicle history to determine whether there are any low priority DVIR reports that should be resolved during the inspection.

The work is then assigned to a Preventive Maintenance Technician who performs the PM and completes the appropriate PM inspection form. The technician is provided with complete instructions on how to perform the PM and is required to follow those instructions to completion. In addition to open DVIR Reports the technician will accomplish minor repairs such as light bulbs and the securing of fasteners etc. during the PM process.

Other needed repairs may be identified during the PM inspection. Any out of service items or repairs that could affect the reliability of the vehicle are accomplished before the vehicle is returned to service. Other repairs will also be accomplished before the vehicle is returned to service if parts and maintenance time are available and the vehicle is not required immediately for service. The overall objective is to put the vehicle back in service with no deferred maintenance.

Identify, Track, and Record Maintenance Activities and Costs

Empire uses a system of manual and computerized forms and reports to schedule and perform preventive/preservation maintenance (PM) and repairs to its fleet of vehicles. These documents include:

- Work orders
- Service orders
- Purchase orders
- Parts requests
- PM Tracking report
- PM Inspection forms (these vary based on type of vehicle and level of PM to be performed)

After the Maintenance Manager identifies which vehicles are due for PM, a work order is prepared that describes the work to be done, the account codes to be charged, and instructions as to which level of PM is to be performed. All the PM labor and costs are captured under the PM code on the work order. When there is a PM write-up, a new work order or multiple work orders are then generated listing those repairs. All repair labor and parts are charged to the work orders under the specific coding applicable to the individual repairs. The required parts and supplies are assembled by the Manager or Shift and charged to the work order.

Road Failures

The performance standard for road failures is to have a shop response vehicle en route to the location within five minutes of the report. During this time we will also get the Maintenance Manager or Lead Mechanic on the radio with the driver to insure that any minor problem can be immediately resolved (lift door not closed all the way, tire wedged against the curb so the key won't turn etc.)

If no vehicle is available in the field a supervisor or extra driver will be dispatched with a replacement vehicle while a technician goes to the scene with a fully equipped shop truck. Moving the replacement vehicle to the field with a technician is avoided except when there is absolutely no other choice (late evening shift, etc.)

The Maintenance Manager will prepare a report identifying the cause of the road failure and make an initial judgment as to causation and/or preventability. These reports will be provided to both the training department and general management to assist in developing an appropriate response, whether that be in improved driver training or maintenance procedures.

Warranty Recovery System

Empire operates a warranty recovery program to ensure that cost of parts and repairs on warranty-covered items are recovered.

Failed Components

Parts and components that may have failed prematurely are returned to the Maintenance Manager who researches the original installation date, miles of usage on the failed component, and the vendor it was originally purchased from. If the part or component is covered by a warranty, it is returned to the vendor.

Return to Manufacturer/Vendor

Authorization for warranty return and labor claims, if applicable, are obtained from the manufacturer or vendor. Information is supplied to the vendor on the circumstances of the failure, if known. The item is then returned to the vendor warranty department for repair or replacement. Often vendors will simply allow the parts to be stored at our location until the claim is resolved, at which time they can be discarded. Empire retains copy of the warranty claim form for tracking purposes.

Vehicle Cleaning

DPW has a high standard for vehicle cleaning that requires washing every other day and daily whenever the vehicle is operating in rainy conditions. We have full crew of service workers that will enable us to comply with this requirement in either circumstance.

E. ADA Compliance



A vehicle with an inoperative lift and air conditioning problems needs to be removed from service immediately. We will in all cases be able to replace a vehicle with these problems within 30 minutes. We have conducted deadheading studies from our Bellflower facility to different points within the service and we were able to confirm that the time requirement can be met. If any lift passengers are stranded by an inoperative lift we will commit to serving those passengers within 30 minutes of the service failure. In addition, the Road Supervisor will be assigned a 8 passenger plus 2 wheelchair van which will allow us to immediately dispatch him should the drive from base be longer than the stated time limits due to heavy traffic conditions.

F. CHP Inspections

Attached on the following pages are Empire's last three CHP inspections, which were all marked "Satisfactory". The most recent was done in May 2012.

F. Transit Security Plan

A full copy of Empire's Transit Security Plan can be found in the Appendix. The plan was developed based on the information provided by the FTA. If the department feels that some parts do not meet the requirements, the required modifications will be immediately incorporated.

STARTING PLAN CONTRACT #

FACILITY OR LOCATION	EMPLOYEE	TITLE	ROVER	WORK SCHEDULE	FULL TIME/PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THU HRS	FRI HRS	SAT HRS	SUN HRS	TOTAL HOURS	HIRE DATE	TERMINATION DATE
Bellflower	Name: Telephone #: Home address: Social Security #	Road Supervisor		Mon & Tu 7:00-17:00 Wed-Thu 9:00-18:00 Fri 11:00-18:00 8.00 Hrs	FULL TIME			Lunch 11:00 Breaks @ 9:45 & 13:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:45 & 13:45 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 15:00 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 15:00 8.00 Hrs	Lunch 11:00 Breaks @ 14:00 & 18:00 8.00 Hrs	0.0 hrs	0.0 hrs	48.00 Hrs		
Bellflower	Name: Telephone #: Home address: Social Security #	Dispatcher		Mon-Fri 6:00-15:30 8.00 Hrs	FULL TIME			Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	0.0 hrs	0.0 hrs	48.00 Hrs		
Bellflower	Name: Telephone #: Home address: Social Security #	Dispatcher		Mon-Tu Off Wed-Fri 9:00-18:00 Sat 7:00-17:00 Sun 8:00-16:00	FULL TIME			0.0 hrs	0.0 hrs	Lunch 11:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 11:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 11:00 Breaks @ 11:00 & 16:00 8.00 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 9.00 Hrs	Lunch 11:30 Breaks @ 9:00 & 14:15 7.5 Hrs	48.00 hrs		
Bellflower	Name: Telephone #: Home address: Social Security #	Reservationist		Mon-Tu 9:00-18:00 Fri 7:30-16:00 Sat 7:00-17:00 Sun 8:00-16:00	FULL TIME			Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	Lunch 11:00 Breaks @ 9:00 & 8.00 Hrs	0.0 hrs	Lunch 11:00 Breaks @ 10:30 & 14:30 7.5 Hrs	Lunch 11:00 Breaks @ 10:30 & 14:30 7.5 Hrs	Lunch 11:30 Breaks @ 9:30 & 14:30 9.00 Hrs	Lunch 11:30 Breaks @ 9:00 & 14:15 7.5 Hrs	48.00 hrs		
Bellflower	Name: Telephone #: Home address: Social Security #	Reservationist		Mon-Fri 7:00-16:00 8.00 Hrs	FULL TIME			Lunch 11:00 Breaks @ 10:00 & 14:30 8.00 Hrs	Lunch 11:00 Breaks @ 10:00 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 14:30 8.00 Hrs	Lunch 12:00 Breaks @ 10:00 & 14:30 8.00 Hrs	0.0 hrs	0.0 hrs	48.00 Hrs		

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED N/A
TERMINAL TYPE <input checked="" type="checkbox"/> Truck <input type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) N/A	LOCATION CODE 550	SUBAREA S44

TELEPHONE NUMBER (W/ AREA CODE)
(562) 529-2676

EMERGENCY CONTACT (NAME)
Empire Transportation, Inc.

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)

8800 Park St, Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)

8800 Park St, Bellflower, CA 90706

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

N/A

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 100 II- 12	DRIVERS 132	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS
 Yes No

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS)
N/A

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre Ext #114	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman Ext #126	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2011]

A UNDER 15,000	B 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000	E 500,001 - 1,000,000	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T 21507	<input type="checkbox"/> TCP N/A	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	REASON FOR INSPECTION ANNUAL BUS TERMINAL INSPECTION

II. VIOLATION FINDINGS INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL.	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 24 Time	No. 20 Time	No. 24 Time	TIME N/A	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted	CONTAINERS/TANKS No. N/A Time N/A	VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A		
BRAKES		REMARKS				
LAMPS & SIGNALS	1	<p>See attached CHP343-1 & CHP407F/343A-Aspen for more information.</p> <p>13CCR 1233(a)(1) Carrier is in compliance at this time, the terminal is rated: "SATISFACTORY".</p>				
CONNECTING DEVICES						
STEERING & SUSPENSION	7					
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	13					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						

BIT <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/>	NON - BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL.	INSPECTION DATE(S) 5/23-25/2012	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) C.A. Morlet/MCS-l				ID NUMBER(S) A13135	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 5/25/2012
CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

DATE	05/25/12	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	Empire Transportation, Inc.		CA NUMBER 326916
ADDRESS	8800 Park St, Bellflower, CA 90706		FC NUMBER 245940

REMARKS

MAINTENANCE RECORDS:

Note: All records are current, maintained and on file as required.

DRIVER RECORDS

Note: All records are current, maintained and on file as required.

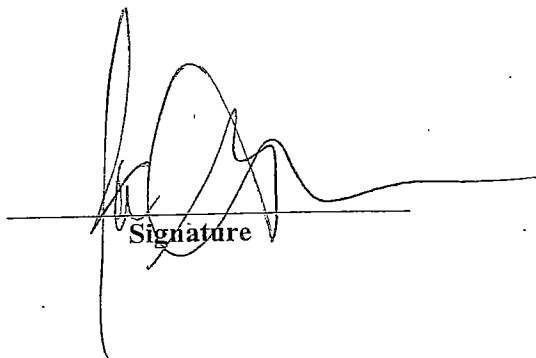
INFORMATION:

13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.
Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

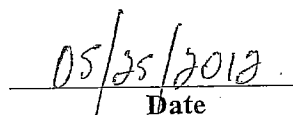
California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001

NOTES:

1. This is Carriers Annual (Tour) Bus Terminal Inspection for the PUC/CHP. Carrier is in compliance at this time, Terminal is rated: "SATISFACTORY".
2. The following items were issued to the Carrier:
 1. Motor Carrier of Property Permit Information. (CHP 800E)
 2. Motor Carrier Permit Application. (MC706)
3. For more information and sample forms, go to the California CHP website (chp.ca.gov). Follow link to Commercial Publications and Forms.
4. Carrier is advised that if future assistance is needed, carrier may contact MCS-1 Morlet at (323) 644-9430 ext. 684.



Signature



Date

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages ___ of ___

CARRIER NAME Empire Transportation, Inc.	CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park St, Bellflower, CA 90706	PHONE NUMBER (562) 529-2676	DATE 05/25/12	
CARRIER REPRESENTATIVE Jose Guzman	TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER N/A	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

34520(a) VC Carrier fully complies with the controlled substances and alcohol testing program as set forth in Title 49 CFR, Part 382. Carrier records indicate that the controlled substances and alcohol testing requirements are being met.

Note: Carriers Controlled Substance and Alcohol testing program/consortium is managed by:

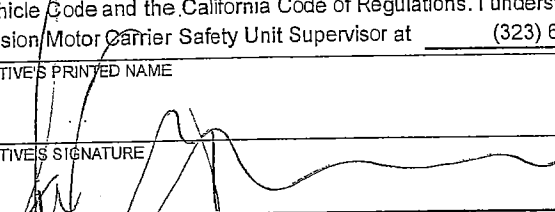
- 1) From: 1/01/2011 – 5/31/2011
California Drug Testing Association (CDTA)
1011 Camino Del Rio, Suite 200
San Diego, CA 92108
Ph# (619) 209-2102
- 2) From: 5/01/2011 – 12/31/2011
Gamino & Associates
Drug & Alcohol Testing Association
525 W. Bradley Ave.
El Cajon, CA 92020
Ph# (619) 334-2145

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 UR 2 S 3 S 4 S	NUMBER OF RECORDS INSPECTED 40	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 10DD COLUMN NO.
INSPECTED BY (NAME) C.A. Morlet/MCS-I	ID NUMBER A13135	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus			

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the _____ Division/Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/25/12

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000695
Inspection Date: 05/23/2012
Start: 7:30:00 AM PT End: 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
VIC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2004, CA, 8J23396, 215, 1FDXE45P64HA86155, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1, a) CCR /003, 1, N, N, N, Power steering gearbox leaking fluid.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 216966; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000695

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000696
Inspection Date: 05/23/2012
Start: 8:00:00 AM PT End: 8:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6B35508, 99, 1FBSS31S9XHBB0878, 9,300

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1, a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:
Odometer: 314433; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC:
TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
Note: * Owner Responsibility.

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000697
Inspection Date: 05/23/2012
Start: 8:30:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
WC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1997	CA	5M96001	90	1FDLE40S5VHA46774	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1	d) CCR	S	1	N	N	N	Bus is not clean and free of litter.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 317666; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000697

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000698
Inspection Date: 05/23/2012
Start: 9:30:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6B34438	100	1FBSS31S5XHB51338	9,300			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1252(a) CCR	S	1	N		N	N	TCP# (21507) not displayed on front & rear bumpers, as required.
1252(a) CCR	S	1	N		N	N	Vehicle maintenance, steering drag link ball joint dust boot torn.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 319220; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: CP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000698

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000699
Inspection Date: 05/23/2012
Start: 10:00:00 AM PT **End:** 10:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1997	CA	7W62256	161	1FDWE30F0WHA10163	11,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(c) CCR	S	1	N		N	N	Excessive oil leaking from underneath engine from front of engine.
1232(a) CCR	S	1	N		N	N	Transmission leaking fluid at pan gasket.
24252(a) VC	S	1	N		N	N	Required lamp(s) inoperative: 1) Stepwell lamp out.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 215405; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000699

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000700
Inspection Date: 05/23/2012
Start: 10:30:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
WC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5R25958, 201, 1FDLE40S2VHB28431, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Item, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1, a) CCR, S, 1, N, N, N, Transmission leaking fluid at output seal area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 99116; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000700

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000701
Inspection Date: 05/23/2012
Start: 11:00:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
WC/MX#:
State#: 326916
Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 75235B1, 265, 1FDFE4FS4BDA46238, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HM Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 32389; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



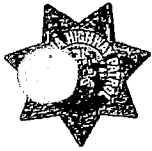
CA CA2TKO000701

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000702
Inspection Date: 05/23/2012
Start: 11:30:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
VIC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 75749B1, 264, 1FDFE4FS2BDA46237, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HM Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 23395; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000702

X _____

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000703
Inspection Date: 05/23/2012
Start: 12:00:00 PM PT **End:** 12:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

3800 PARK ST
 BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2000	CA	6N62829	130	1FDXE45S31HA42520	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
12266(a)	CCR /008	1	N		N	N	Power steering gearbox leaking fluid.
1232(a)	CCR	S	N		N	N	Transmission leaking fluid at output seal area.
1266(b)	CCR	S	N		N	N	Drive shaft potection (guard) missing.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 240923; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000703

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000704
Inspection Date: 05/23/2012
Start: 12:30:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 4H04881, 187, 1FDXE45S2YHA60582, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1, a) CCR, S, 1, N, N, N, Vehicle maintenance, battery mount loose.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 204797; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET
Badge #: A13135
Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000705
Inspection Date: 05/23/2012
Start: 1:00:00 PM PT End: 1:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E25100, 114, 1FBSS31L2YHA24993, 9,100.

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR.

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: (a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 323714; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000705

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000706
Inspection Date: 05/23/2012
Start: 1:30:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver: State:
License#: State:
Date of Birth:
CoDriver: State:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	6P83397	163	1FDXE45S71HB06008	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a) CCR	S	1	N		N	N	Transmission leaking fluid at output seal area.
1232(a) CCR /OOS		1	N		N	N	Power steering gearbox leaking fluid.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 252987; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #: A13135
Copy Received By:

Page 1 of 1



CA CA2TKO000706

X

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000707
Inspection Date: 05/24/2012
Start: 7:30:00 AM PT End: 8:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2010	CA	76750B1	266	1FDFE4FS6BDA46239	14,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HM Plat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 15175; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000707

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X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000708
Inspection Date: 05/24/2012
Start: 8:00:00 AM PT **End:** 8:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA 90706

USDOT#: _____ **Phone#:** (562)529-2676
MC/MX#: _____ **Fax#:** _____
State#: 326916

Location: BELLFLOWER
Highway: _____
County: LOS ANGELES, CA

MilePost: _____
Origin: NONE
Destination: NONE

Driver: _____
License#: _____ **State:** _____
Date of Birth: _____
CoDriver: _____
License#: _____ **State:** _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2007	CA	8V75558	250	1GBE5V1G98F406176	19,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(a)	CCR /008	1	N		N	N	Power steering gearbox leaking fluid.
1232(a)	CCR	S	1		N	N	Drive shaft protection bracket mounting bolts loose.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:** _____

Special Checks: No Data for Special Checks.

State Information:
 Odometer: 97962; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
 Note: * Owner Responsibility.

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000709
Inspection Date: 05/24/2012
Start: 8:30:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6P83398, 162, 1FDXE45S91HBO6009, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1, a) CCR /003, 1, N, N, N, Power steering gearbox leaking fluid.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 247492; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000709

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000710
Inspection Date: 05/24/2012
Start: 9:00:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2002, CA, 8L53842, 164, 1FDXE45S61HB00068, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS : No Violations Were Discovered.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 243823; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
Note: * Owner Responsibility.

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000711
Inspection Date: 05/24/2012
Start: 9:30:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

Driver: State:
License#: State:
Date of Birth:
CoDriver: State:
License#: State:
Date of Birth:

MilePost: Shipper:
Origin: NONE Bill of Lading:
Destination: NONE Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1998	CA	8P49494	172	1FDXE40S0XHA40496	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HM Stat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 214515; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000711

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000712
Inspection Date: 05/24/2012
Start: 10:00:00 AM PT End: 10:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VC/MX#:
State#: 326916

Phone#: (562)529-2726
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

State:

State:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2010	CA	8Z58596	262	1FDE4FS9BDA465235	14,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 16445; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000712

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000713
Inspection Date: 05/24/2012
Start: 10:30:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
1800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2726
IC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E23925, 115, 1FBSS31L5XHC33014, 9,100

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for axle 1 and 2, and chamber types (HYDR).

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 12(a) CCR, S, 1, N, N, N, TCP# (21507) not displayed on front & rear bumpers, as required.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 235097; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; PUC: FCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: C. MORLET
Badge #: A13135
Copy Received By:



X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000714
Inspection Date: 05/24/2012
Start: 11:00:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2726
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1997, CA, 5M96255, 91, 1FDLE40S0VHB72749, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR. Row 2: 2, N/A, N/A, HYDR.

VIOLATIONS: No Violations Were Discovered.

Ha>Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 325496; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #: A13135
Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000715
Inspection Date: 05/24/2012
Start: 11:30:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#: (562)529-2726
Fax#:

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6N62827, 128, 1FDXE45S71HA42519, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: (a), CCR, S, 1, N, N, N, Vehicle maintenance, steering stabilizer shock leaking fluid.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 223502; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000715

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000716
Inspection Date: 05/24/2012
Start: 12:00:00 PM PT End: 12:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2726
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2000, CA, 6T20869, 129, 1FDXE45S51HA42521, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2; Right, N/A, N/A; Left, N/A, N/A; Chamber, HYDR, HYDR

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 211476; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #: Copy Received By:
A13135



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000717
Inspection Date: 05/24/2012
Start: 12:30:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
USDOT#: _____
MC/MX#: _____
State#: 326916

Phone#: (562)529-2676
Fax#: _____

Location: BELLFLOWER
Highway: _____
County: LOS ANGELES, CA

MilePost: _____
Origin: NONE
Destination: NONE

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2003	CA	8U70715	222	1FDWE45F83HA67849	14,000			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 212331; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000717

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.2.4



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000718
Inspection Date: 05/24/2012
Start: 1:00:00 PM PT End: 1:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: BELLFLOWER
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2010, CA, 72628B1, 259, 1FDFE4FS7BDA43091, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, N/A, N/A, N/A, N/A, HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 16459; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; PUC: TCP21507; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #: A13135
Copy Received By:

Page 1 of 1



CA CA2TKO000718

X _____ X _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 3 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19	BED N/A
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE T	OTHER PROGRAM(S) N/A	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME: Empire Transportation, Inc. TELEPHONE NUMBER (W/ AREA CODE): (562) 529-2676

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 8800 Park St, Bellflower, CA 90706

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE): N/A
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): N/A

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 136 II- 14	DRIVERS 156	BIT FLEET SIZE N/A
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONSOLIDATED TERMINALS: Yes No
FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS): N/A

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre (Ext #114)	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman (Ext #126)	DAY TELEPHONE NO. (W/ AREA CODE) (562) 529-2676	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2010]

A <input type="checkbox"/> UNDER 15,000	B <input checked="" type="checkbox"/> 15,001 - 50,000	C <input type="checkbox"/> 50,001 - 100,000	D <input type="checkbox"/> 100,001 - 500,000	E <input type="checkbox"/> 500,001 - 1,000,000	F <input type="checkbox"/> 1,000,001 - 2,000,000	G <input type="checkbox"/> 2,000,001 - 5,000,000	H <input type="checkbox"/> 5,000,001 - 10,000,000	I <input type="checkbox"/> MORE THAN 10,000,000
--	--	--	---	---	---	---	--	--

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T N/A	<input checked="" type="checkbox"/> TCP 21507	<input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT US DOT NUMBER N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> MX N/A	REASON FOR INSPECTION ANNUAL TOUR BUS TERMINAL INSPECTION	

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	1	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	1	No. 24 Time	No. 24 Time	No. 24 Time	TIME N/A	TOTAL TIME
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. N/A Time N/A	VEHICLES PLACED OUT-OF-SERVICE Vehicles N/A Units N/A	

REMARKS
See attached CHP343-1 & CHP407F/343A-ASPEN (Vehicle Inspections) for additional information.
13CCR 1233(a)(1) Carrier is in compliance at this time, Terminal is rated : "SATISFACTORY".

BIT <input type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input checked="" type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL.	INSPECTION DATE(S) 5/24-26/2011	TIME IN SEE	TIME OUT 100D
INSPECTED BY (NAME(S)) C.A. Morlet/J. McAllister/MCS-I				ID NUMBER(S) A13135/A9762	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None		

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 5/26/2011
CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

DATE	05/26/11	THIS IS A CONTINUATION OF
		CHP 343

CARRIER NAME	Empire Transportation, Inc.	CA NUMBER	326916
ADDRESS	8800 Park St, Bellflower, CA 90706	FC NUMBER	245940

REMARKS

MAINTENANCE RECORDS

13 CCR 1215(f) Carrier does not repair defect(s) reported on the driver's daily vehicle condition reports, and attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.

Note: On several occasions over the last 3 months, Carrier has not ensured or had attested by their authorized agent (Mechanics), any of the defects documented by the drivers on their Drivers Vehicle Inspection Report's (DVIR's), as required.

DRIVERS RECORDS

1808.1(a) VC Carrier did not obtain drivers' current public record prior to employing.

Note: Carriers drivers' public record not current or within 30 days.

INFORMATION:

13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

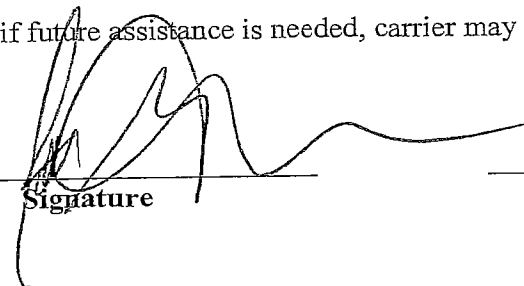
California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001

NOTES:

1) The following items were issued to the Carrier:

1. Terminal Manager's Compliance Checklist. (CHP 800D)
2. Motor Carrier of Property Permit Information. (CHP 800E)

3) Carrier is advised that if future assistance is needed, carrier may contact MCS-1 Morlet @ (323) 644-9430 (ext. 684).



Signature

05/26/2011

Date

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062

This report contains CONFIDENTIAL pages.

Pages ____ of ____

CARRIER NAME E. ...re Transportation, Inc.	CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
STREET ADDRESS, CITY, STATE, ZIP CODE 8800 Park St, Bellflower, CA 90706	PHONE NUMBER (562) 529-2676	DATE 05/26/11	
CARRIER REPRESENTATIVE Jose Guzman	TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)	U.S. DOT NUMBER N/A	MC NUMBER N/A	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

34520(a) VC Carrier fully complies with the controlled substances and alcohol testing program as set forth in Title 49 CFR, Part 382. Carrier records indicate that the controlled substances and alcohol testing requirements are being met.

Note: Carriers Controlled Substance and Alcohol testing program/consortium is managed by:

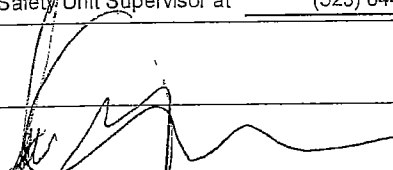
CDTA
California Drug Testing Association
1011 Camino Del Rio, Suite 200
San Diego, CA 92108
Ph# (619) 209-2102

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

RATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 24	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) C.A. Morlet/MCS-I	IO NUMBER A13135			CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the _____ Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Jose Guzman	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/26/11

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000231
Inspection Date: 05/25/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 8P49494, 172, 1FDXE40S0XHA40496, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, N/A, N/A, HYDR

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: (a) CCR, S, 1, N, N, N, Front vehicle license plate missing.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 200655; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000232
Inspection Date: 05/25/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
VIC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1 BU FORD 1998 CA 7W62256 161 1FDWE30F0WHA10163 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (N/A, N/A), Left (N/A, N/A), Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HM Status: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 205429; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000232

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000235
Inspection Date: 05/25/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706

USDOT#:
MC/MX#:
State#: 326916
Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, AT56496, 174, 1FDWE45F73HB65450, 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2, Right/Left, and Chamber (HYDR).

VIOLATIONS: No Violations Were Discovered.

HM Placard: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 197247; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000236
Inspection Date: 05/25/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1998	CA	5V67005	134	1FDXE40S1XHA08897	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
12500(f)(4) CCR	S	1	N		N	N	Emergency door sign required, missing.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 232207; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J. MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000236

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000239
Inspection Date: 05/25/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: _____ **Phone#:** (562)529-2676
VC/MX#: _____ **Fax#:** _____
State#: 326916

Location: 8800 PARK ST.
Highway: _____
County: LOS ANGELES, CA

MilePost: _____
Origin: NONE
Destination: NONE

Driver: _____ **State:** _____
License#: _____
Date of Birth: _____
CoDriver: _____ **State:** _____
License#: _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

<u>Unit</u>	<u>Type</u>	<u>Make</u>	<u>Year</u>	<u>State</u>	<u>Plate #</u>	<u>Equipment ID</u>	<u>VIN</u>	<u>GVWR</u>	<u>CVSA #</u>	<u>CVSA Issued #</u>	<u>OOS Sticker</u>
1	BU	FORD	1999	CA	6U57528	144	1FDLE40F2VHA96616	14,050			

BRAKE ADJUSTMENTS

<u>Axle #</u>	<u>1</u>	<u>2</u>
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

H at: No HM Transported.

Placard: No **Cargo Tank:** _____

Special Checks: No Data for Special Checks.

State Information:

Odometer: 414781; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J.MCALLISTER

Badge #:
 A9762

Copy Received By: _____

Page 1 of 1



CA CA2TKO000239

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000241
Inspection Date: 05/25/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:

State:
State:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6B35508	99	1FBSS31S9XHB30878	9,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

H: at: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 291169; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000241

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X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000233
Inspection Date: 05/25/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST

3 BELLFLOWER, CA 90706

JSDOT#: 326916
VIC/MX#: 326916
State#: 326916

Phone#: (562)529-2676
Fax#: (562)529-2676

Location: 3800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____
Shipper: _____

Bill of Lading:
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1997	CA	5R25958	201	1FDLE40S2VHB28431	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1252(a) CCR	S	1	N		N	N	Wheel chair securement hanger not properly stowed.

Placard: No Cargo Tank:

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 89186; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000233

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000234
Inspection Date: 05/25/2011
Start: 8:15:00 AM PT End: 9:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
VIC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2003, CA, 8U70715, 222, 1FDWE45F83HA67849, 14,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right and Left, and Chamber (HYDR).

VIOLATIONS: No Violations Were Discovered.

HM Status: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 203115; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000237
Inspection Date: 05/25/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
USDOT#: _____
MC/MX#: _____
State#: 326916

Phone#: (562)529-2676
Fax#: _____

Location: 8800 PARK ST.
Highway: _____
County: LOS ANGELES, CA

MilePost: _____
Origin: NONE
Destination: NONE

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____
Shipper: _____

Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1997	CA	5M96255	91	1FDLE40S0VHB72749	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

H at: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 318806; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000237

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000238
Inspection Date: 05/25/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VIC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Driver:
License#:
State:
Date of Birth:
CoDriver:
License#:
State:
Date of Birth:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate#, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1999, CA, 6E15820, 103, 1FBSS31S8HXC17896, 9,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2.

VIOLATIONS: No Violations Were Discovered.

HM at: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 93000; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000242
Inspection Date: 05/25/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 1998, CA, 7E79746, 160, 1FDWE30F2WHA10164, 11,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HM: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 187423; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000243
Inspection Date: 05/25/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VIC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
State:
State:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 6N62829, 130, 1FDXE45S31HA42520, 228,377

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle # 1 and 2, Right, Left, Chamber (HYDR, HYDR)

VIOLATIONS: No Violations Were Discovered.

HM Placard: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 228377; File Code Number: 245940; Fuel Type: 1; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000219
Inspection Date: 05/24/2011
Start: 7:00:00 AM PT End: 8:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

USDOT#: Phone#: (562)529-2676
MC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6E24755	116	1FBSS3112XHC33018	9,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
2(a) VC	S	1	N		N	N	Required lamp(s) inoperative: 1) License plate lamp inop.
1232(a) CCR	S	1	N		N	N	TCP # (21507) not displayed on front & rear bumper as required.

Placard: No Cargo Tank:

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 282610; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000219

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000220
 Inspection Date: 05/24/2011
 Start: 8:15:00 AM PT End: 9:30:00 AM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA 90706
 JSDOT#: _____
 MC/MX#: _____
 State#: 326916
 Location: 8800 PARK ST.
 Highway: _____
 County: LOS ANGELES, CA

Phone#: (562)529-2676
 Fax#: _____

MilePost: _____
 Origin: NONE
 Destination: NONE

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____ State: _____
 License#: _____
 Date of Birth: _____
 Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6E23900	112	1FBSS31L8XHC33010	9,500			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
12(a) CCR	S	1	N		N	N	TCP# (21507) not displayed on front & rear bumpers, as required.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 260936; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 14; Bus Type: 2; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:



CA CA2TKO000220

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000225
Inspection Date: 05/24/2011
Start: 9:30:00 AM PT End: 10:45:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC

3800 PARK ST
 BELLFLOWER, CA 90706

JSDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	8J23396	215	1FDXE45B64HA86155	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1. (a) CCR	S	1	N		N	N	Wheelchair not properly secured.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Odometer: 200447; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: SS44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000226
Inspection Date: 05/24/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
VIC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

State:
State:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2004	CA	8J23393	220	1FDXE45P64HA69887	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HM Status: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 205767; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



CA CA2TKO000226

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000229
Inspection Date: 05/24/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706
USDOT#:
MC/MX#:
State#: 326916

Phone#: (562)529-2676
Fax#:

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2006, CA, 8J81451, 204, 1FDXE45P66HA69231, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

Placard: No Cargo Tank:

HM: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 160027; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:



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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000230
Inspection Date: 05/24/2011
Start: 1:15:00 PM PT **End:** 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706
JSDOT#:
VC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2006	CA	8M59084	205	1FDXE4SP46HA69230	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1202(a) CCR	S	1	N		N	N	Bolts securing right front mirror assembly loose.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:
 Odometer: 140405; File Code Number: 245940; Fuel Type: D; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.
 Note: * Owner Responsibility.

Report Prepared By:
 C. MORLET

Badge #:
 A13135

Copy Received By:



CA CA2TKO000230

X _____ X _____

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
 California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000221
 Inspection Date: 05/24/2011
 Start: 7:00:00 AM PT End: 8:15:00 AM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706
 JSDOT#: _____
 VC/MX#: _____
 State#: 326916
 Location: 8800 PARK ST.
 Highway: _____
 County: LOS ANGELES, CA

Phone#: (562)529-2676
 Fax#: _____

MilePost: _____
 Origin: NONE
 Destination: NONE

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____ State: _____
 License#: _____
 Date of Birth: _____
 Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	6P83397	163	1FDXE45S71HB06008	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Seq	on	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1	2	(d) CCR	S	1	N	N	N	Bus is not clean and free of litter.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 238904; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J.MCALLISTER

Badge #:
 A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000221

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
 California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000222
 Inspection Date: 05/24/2011
 Start: 8:15:00 AM PT End: 9:30:00 AM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 3800 PARK ST
 BELLFLOWER, CA 90706

JSDOT#: _____ Phone#: (562)529-2676
 VIC/MX#: _____ Fax#: _____
 State#: 326916

Location: 8800 PARK ST.
 Highway:
 County: LOS ANGELES, CA

MilePost:
 Origin: NONE
 Destination: NONE

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____ State: _____
 License#: _____
 Date of Birth: _____

Shipper: _____
 Bill of Lading:
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2001	CA	6P83398	162	1FDXE45S91HB06009	14,050			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Violation	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
12 (d) CCR	S	1	N		N	N	Bus is not clean and free of litter.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 238592; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J.MCALLISTER

Badge #:
 A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000222

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
 California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
 Phone: (323) 644-9557

Report Number: CA2TKO000223
 Inspection Date: 05/24/2011
 Start: 9:30:00 AM PT End: 10:45:00 AM PT
 Inspection Level: V - Terminal
 HM Inspection Type: None

EMPIRE TRANSPORTATION INC
 8800 PARK ST
 BELLFLOWER, CA 90706

JSDOT#: _____
 VC/MX#: _____
 State#: 326916

Phone#: (562)529-2676
 Fax#: _____

Location: 8800 PARK ST.
 Highway: _____
 County: LOS ANGELES, CA

MilePost: _____
 Origin: NONE
 Destination: NONE

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____ State: _____
 License#: _____
 Date of Birth: _____

Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	1999	CA	6N62826	131	1FDXE45S31HA42519				

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1222(a) CCR	S	1	N		N	N	TCP# (21507) not displayed on front & rear bumpers, as required.

Placard: No Cargo Tank:

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 193026; File Code Number: 245940; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 20; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J.MCALLISTER

Badge #:
 A9762

Copy Received By: _____

Page 1 of 1



CA CA2TKO000223

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DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000224
Inspection Date: 05/24/2011
Start: 10:45:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
8800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

State:

State:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2000	CA	6H04881	187	1FDXE45S2XHA60582				

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HM Status: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 185360; File Code Number: 245940; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
J.MCALLISTER

Badge #:
A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000224

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
Questions regarding this report may be direct
the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000227
Inspection Date: 05/24/2011
Start: 12:00:00 PM PT End: 1:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
1800 PARK ST
BELLFLOWER, CA 90706
JSDOT#:
MC/MX#:
State#: 326916
Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

Phone#: (562)529-2676
Fax#:

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2001, CA, 8L53842, 164, 1FDXE45S61HB00068, 14,050

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows: Axle # 1, 2; Right N/A, N/A; Left N/A, N/A; Chamber HYDR, HYDR

VIOLATIONS: No Violations Were Discovered.

HM Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 245940; File Code Number: 234064; Fuel Type: G; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By: J.MCALLISTER

Badge #: A9762

Copy Received By:



X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.13.1.2



CHP 407F/343A-Aspen
California Highway Patrol
 Questions regarding this report may be direct
 the telephone number listed below.
Phone: (323) 644-9557

Report Number: CA2TKO000228
Inspection Date: 05/24/2011
Start: 1:15:00 PM PT End: 2:30:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

EMPIRE TRANSPORTATION INC
3800 PARK ST
BELLFLOWER, CA 90706

JSDOT#: Phone#: (562)529-2676
VC/MX#: Fax#:
State#: 326916

Location: 8800 PARK ST.
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2002	CA	8X07663	242	1FDWE45F22HA69787	14,000			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1. (a) CCR	S	1	N		N	N	Battery ground cable loose.
1261(a) CCR	S	1	N		N	N	Exhaust tail pipe damaged (crushed).

Placard: No Cargo Tank:

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 298145; File Code Number: 245940; Fuel Type: D; WC Passenger Capacity: 4; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S44; Veh #1 Type: 10; Regulated Vehicle: Y;

This is not a citation. Please read the instructions on the reverse side of this form.

Note: * Owner Responsibility.

Report Prepared By:
 J.MCALLISTER

Badge #:
 A9762

Copy Received By:

Page 1 of 1



CA CA2TKO000228

X _____

X _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CA 13 (Rev. 10-00) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 326916	FILE CODE NUMBER 245940	COUNTY CODE 19
CARRIER TYPE Bus	CODE T	OTHER PROGRAM	LOCATION CODE 550	SUBAREA S44

TERMINAL NAME
Empire Transportation, Inc

TELEPHONE NUMBER (W/ AREA CODE)
(562) 529-2676

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
8800 Park Street, Bellflower, CA 90701

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)

LICENSE AND FLEET INFORMATION

HM LIC. NO. N/A	HWT REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 96 II- 22	DRIVERS 170
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEHICLES N/A	HW CDNTAINERS N/A	CSAT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Bertha Aguirre	DAY TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2767 Ext 114	NIGHT TELEPHONE NUMBER (W/ AREA CODE)
EMERGENCY CONTACT (NAME) Jose Guzman	DAY TELEPHONE NUMBER (W/ AREA CODE) (562) 529-2676 Ext 126	NIGHT TELEPHONE NUMBER (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2009]

<input type="checkbox"/> A UNDER 15,000	<input type="checkbox"/> B 15,001 50,000	<input checked="" type="checkbox"/> C 50,001 100,000	<input type="checkbox"/> D 100,001 500,000	<input type="checkbox"/> E 500,001 1,000,000	<input type="checkbox"/> F 1,000,001 2,000,000	<input type="checkbox"/> G 2,000,001 5,000,000	<input type="checkbox"/> H 5,000,001 10,000,000	<input type="checkbox"/> I MORE THAN 10,000,000
---	--	--	--	--	--	--	---	---

OPERATING AUTHORITIES

PUC T- 21507	T- N/A	<input type="checkbox"/> TCP N/A	<input type="checkbox"/> TCP N/A	US DOT N/A
ICP <input type="checkbox"/> MC N/A	<input type="checkbox"/> MC N/A	<input type="checkbox"/> PSC N/A	<input type="checkbox"/> PSC N/A	REASON FOR INSPECTION Annual Tour Bus Inspection

INSPECTION FINDINGS **INSPECTION RATINGS: S=Satisfactory U=Unsatisfactory C=Conditional UR=Unrated N/A=Not Applicable**

REQMTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	4	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4	1 S 2 S 3 S 4 S	1 2 N 3 A 4	1 S 2 S 3 S 4 S
DRIVER RECORDS	2	No. 20 Time	No. 24 Time	No. 20 Time	Time N/A	Time in Time Out
DRIVER HOURS		<input checked="" type="checkbox"/> No HM Transported	<input type="checkbox"/> No HM Violations Noted	No. N/A Time	Vehicles 1 Units	N/A

REMARKS
See attached CHP 343-1 & CHP 343A.
13 CCR 1233(a)(1) Carrier is compliance at this time, Terminal is rated "SATISFACTORY".

BRAKES	
LAMPS & SIGNALS	3
CONNECTING DEVICES	
STEERING & SUSPENSION	3
TIRES & WHEELS	1
EQUIPMENT REQUIREMENTS	10
CONTAINERS & TANKS	
HAZARDOUS MATERIALS	

BIT I R NON-BIT

FEE DUE Yes No

CHP 345 CHP 100D COL.

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
8800 Park Street, Bellflower, CA 90701

INSPECTED BY (NAME)
C.A. Morlet/J. McAllister

ID NUMBER **A13135/A9762** INSPECTION DATE(S) **5/18-21/2010** SUSPENSE DATE Auto None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through _____), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE X	DATE 05/21/10
CARRIER REPRESENTATIVE'S PRINTED NAME Dominick Sanangelo	TITLE Fleet Manager	DRIVER LICENSE NUMBER STATE CA

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

DATE	THIS IS A CONTINUATION OF
05/21/10	CHP 343
CA NUMBER	
326916	
FC NUMBER	
245940	

CONTINUATION

CHP 343-1 (REV 10-97) OPI 062

C/ NAME

Empire Transportation, Inc

ADDRESS

8800 Park Street, Bellflower, CA 90701

REMARKS

MAINTENANCE RECORDS

13 CCR 1230(a) The below listed vehicle was placed "Out-of-Service" during this terminal inspection. This vehicle may be returned to highway service only after the proper repair of the "Out-of-Service" condition(s).

<u>VEHICLE TYPE</u>	<u>LICENSE #</u>	<u>UNIT #</u>	<u>REASON</u>
1. Bus, Freightliner	—	# 16 3	Defective Steering.

13 CCR 1232(a) Carrier's Preventive Maintenance Program is not adequate to ensure vehicles are kept in a safe and proper operating condition. 1 of 20 vehicles inspected were placed "OUT OF SERVICE" for unsafe conditions present. Vehicle condition indicates that a frequent and thorough systematic inspection is necessary.

13 CCR 1234(f)(5) Carrier's inspection and maintenance records do not include the signature of the person performing the inspection. Maintenance records shall include the signature of the person who performed the inspection.
Note: On various occasions over the last year, the person (Mechanic) performing the Bus 45 day inspection failed to sign the inspection record.

13 CCR 1215(f) Carrier does not attest to the repair by signing or having an authorized agent sign the reports. Defects or deficiencies reported on drivers' daily vehicle condition reports that are likely to affect the safe operation of the motor vehicle or combination are required to be repaired prior to returning to operation. The motor carrier or an authorized agent shall certify on the report that necessary repairs have been completed prior to the vehicle returning to operation.
Note: No authorized agent signs the "Drivers Daily Vehicle Condition Reports", certifying that all necessary repairs are completed, as required.

DRIVER RECORDS

1808.1(a) VC Carrier did not sign and date drivers' public record.
Note: Carrier did not sign and date (2 of 2) drivers public (DMV) records.

13 CCR 1213(a)(1) Driver(s) do not maintain the required record of duty status (log). Each driver shall maintain a record of his/her duty status. 1212(e) Exception – 1) Bus drivers who have at least eight consecutive hours off duty between each (separate) 12 hours on duty and operate within a 100-air mile radius of their normal work reporting location, are exempt from the duty status record (log) requirements provided the carrier maintains accurate and true records indicating: 1) The driver's (Starting) time for reporting on duty, 2) The driver's (Ending) time for reporting off duty each day, 3) The driver's total number of hours on duty for each day, and 4) The driver's total time for the preceding seven days (first time or intermittent drivers) and these records are retained for six months.

Note: The following violations were noted:

1. Driver W. Sierra did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 4/13/2010, on duty time was 12.75 hours.
2. Driver D. Pratt did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/01/2010, on duty time was 12.30 hours.
3. Driver T. Winston did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/04/2010, on duty time was 13.00 hours.
4. Driver T. Winston did not fill out the required record of duty status (log) after the twelfth (12) hour on duty, as required. According to Time Sheet dated 3/08/2010, on duty time was 13.00 hours.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

DATE	05/21/10	THIS IS A CONTINUATION OF	CHP 343
NAME		CA NUMBER	326916
ADDRESS		FC NUMBER	245940

CONTINUATION

CH 343-1 (REV 10-97) OPI 062
CA NAME

Empire Transportation, Inc

8800 Park Street, Bellflower, CA 90701

REMARKS

INFORMATION

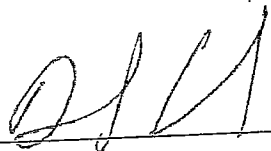
13CCR 1233.5 Carrier required to notify the Department of any change of address or cessation of regulated activity at any terminal.

Carrier shall notify the department of any change of address or cessation of regulated activities at any of the carrier's terminals. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol
Commercial Records Unit
P.O. Box 942898
Sacramento, Ca 94298-0001

ADDITIONAL NOTES:

- 1) Carrier/Terminal Inspection request for PUC.
 - 2) Maintenance & Driver Records on file. Terminal is rated SATISFACTORY at this time.
- Carrier is advised that if future assistance is needed, carrier may contact MCS-1 Morlet @ (323) 644-9430 ext. 684.

Sign 

Dated 5/21/10

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
 CH 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/19/2010

Bus #1	MAKE Ford	MFG 10-99 EQUIPMENT NUMBER 115	LICENSE NUMBER 6E23925/CA	VIN 1FBSS31R5XHC33014	ODOMETER 184,746	TYPE FUEL G
Bus #2	MAKE Ford	MFG 3-99 Last Certification 100	Area 6B34438/CA	VIN 1FBSS31S5XHB51338	ODOMETER 270,237	TYPE FUEL G
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type II	SERIAL NUMBER/UNIT NUMBER B #1 14 PAX	CT NUMBER B #1 14 PAX	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		ODOMETER
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE			

Remarks

BUS #1
 13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)

CVSA #12498239

BUS #1
 No violations noted.

CVSA #12498241

Bus #3	MAKE Freightliner	MFG 3/03 EQUIPMENT NUMBER 16	LICENSE NUMBER 6X03929/CA	VIN 4UZAACB392CK29221	ODOMETER 294,142	TYPE FUEL CNG
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type 1	SERIAL NUMBER/UNIT NUMBER B #3 34 PAX	CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		ODOMETER
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE			

Remarks

BUS #3
 No violations noted.

CVSA #12498238

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
 MOTOR CARRIER SAFETY OPERATIONS
 CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE
5/18/2010

MAKE	MFG 1-99	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	Ford	116	6E24755/CA	1FBSS31L2XHC33018	233,820	G
MAKE	MFG 9-99	Last Certification	Area	VIN	ODOMETER	TYPE FUEL
Bus #2	Ford	114	6E25100/CA	1FBSS31L27HA24993	256,011	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
Conventional	Type II	B #1 14 PAX	B #2 14 PAX			
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1

No defects noted.

CVSA #1249232

BUS #2

13 CCR 1232(a) Coolant is leaking from bottom of radiator tank. (Corrected)

CVSA #12498234

MAKE	MFG 9-99	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #3	Ford	111	6E29312/CA	1FBSS31L8YHA24996	227,654	G
MAKE	MFG 2-96	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #4	Ford	82	6P83842/CA	1FB7S3159VHA11351	319,358	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed		
Conventional	Type II	B #3 14 PAX	B #4 14 PAX			
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3

No violations noted.

CVSA #12498236

BUS #4

13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)

CVSA # 12498237

INSPECTED BY	I.D. NUMBER
J. McAllister	A9762

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/19/2010

Bus #1	MAKE Ford	MFG 4-06	EQUIPMENT NUMBER 238	LICENSE NUMBER 8W82662/CA	VIN 1FBSS31L76DB09896	ODOMETER 97,833	TYPE FUEL G
Bus #2	MAKE Ford	MFG 4-01	Last Certification 179	Area 7P71932/CA	VIN 1FDWE35FX1HB62095	ODOMETER 257,166	TYPE FUEL D
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type II		SERIAL NUMBER/UNIT NUMBER B #1 10 PAX		CT NUMBER B #2 12 PAX/2 WC	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed	
CERTIFICATE TYPE	CERTIFICATE NUMBER		DATE ISSUED	REINSPECTION DATE		ODOMETER	

Remarks

BUS #1

No violations noted.

CVSA #12450913

BUS #2

24252(a) VC Required lamp(s) inoperative: Left rear turn signal out. (Corrected)

13 CCR 1232(c) Excessive oil and grease accumulated at bell housing on vehicle.

13 CCR 1232(d) Bus is not clean and free of litter. Wheel chair straps not secured.

CVSA #12450914

Bus #3	MAKE GMC	EQUIPMENT NUMBER 233	LICENSE NUMBER 8S86044/CA	VIN 1GBE5V1G79F400376	ODOMETER 47,864	TYPE FUEL Pro
	MAKE	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type I		SERIAL NUMBER/UNIT NUMBER B #3 24 PAX/1 WC		CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed
CERTIFICATE TYPE	CERTIFICATE NUMBER		DATE ISSUED	REINSPECTION DATE		ODOMETER

Remarks

BUS #3

13 CCR 1261(g) Rear exhaust (tail) pipe has a large hole in it. (Corrected)

CVSA #12450915

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
MOTOR CARRIER SAFETY OPERATIONS
CHP 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE
5/18/2010

Bus #1	MAKE GMC	MFG 8-08 EQUIPMENT NUMBER 234	LICENSE NUMBER 8S86043/CA	VIN 1GBE5V1G29F400382	ODOMETER 48,039	TYPE FUEL P
Bus #2	MAKE Ford	MFG 7-01 Last Certification 91	Area 5M96255/CA	VIN 1FDLE40SOVHB72749	ODOMETER 282,347	TYPE FUEL G
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type I	SERIAL NUMBER/UNIT NUMBER B #1 24 PAX/2 WC	CT NUMBER B #2 25 PAX	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test witnessed		ODOMETER
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE			

Remarks

BUS #1**13 CCR 1232(a) Sub floor mounting bracket above axle #2 has 2 of 4 fasteners loose as marked. (Corrected)****CVSA #12450908****BUS #2****13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)****CVSA #12450911**

Bus #3	MAKE Ford	MFG 4-97 EQUIPMENT NUMBER 201	LICENSE NUMBER 5R25958/CA	VIN 1FDLE40S2VHB28431	ODOMETER 78,072	TYPE FUEL G
	MAKE Ford	MFG 11-08 EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
TANK/CONTAINER MAKE Conventional	SPEC./TYPE Type I	SERIAL NUMBER/UNIT NUMBER B #3 19 PAX/1 WC	CT NUMBER	VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test witnessed		ODOMETER
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE			

Remarks

BUS #3**24252(a) VC Required lamp(s) inoperative: Brake light out. (Corrected)****CVSA #12450912**INSPECTED BY
C.A. MorletI.D. NUMBER
A13135

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
VEHICLE/EQUIPMENT INSPECTION REPORT
 MOTOR CARRIER SAFETY OPERATIONS
 Ch. 343A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)
 Empire Transportation, Inc
 INSPECTION ADDRESS
 8800 Park Street,
 CITY OR COUNTY
 Bellflower, CA 90701
 DATE
 5/18/2010

Bus #1	MAKE GMC	MFG 9-02	EQUIPMENT NUMBER 181	LICENSE NUMBER 8R03006/CA	VIN 1GBJ5V1G787406403	ODOMETER 181,151	TYPE FUEL CNG
Bus #2	MAKE Ford	MFG 8-96	Last Certification 198	Area 8X79074/CA	VIN 1FDWE35L63HA97724	ODOMETER 294,142	TYPE FUEL CNG
TANK/CONTAINER MAKE Conventional		SPEC./TYPE Type I		SERIAL NUMBER/UNIT NUMBER B #1 34 PAX		CT NUMBER B #2 34 PAX	
CERTIFICATE TYPE		CERTIFICATE NUMBER		DATE ISSUED		REINSPECTION DATE	
VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed							

Remarks
BUS #1
 13 CCR 1232(a) Power steering gear box is leaking. (Corrected)
 13 CCR 1087(a) Axle #2 (left) outer dual tire(s) has bulge in side wall. (Corrected)
 CVSA #12498235

BUS #2
 No violations noted.
 CVSA #12498240

Bus #3	MAKE Freightliner	MFG 8-07	EQUIPMENT NUMBER 169	LICENSE NUMBER 6X03933/CA	VIN 4UZAACB362CK29225	ODOMETER 181,151	TYPE FUEL CNG
TANK/CONTAINER MAKE Conventional		SPEC./TYPE Type I		SERIAL NUMBER/UNIT NUMBER B #3 34 PAX		CT NUMBER	
CERTIFICATE TYPE		CERTIFICATE NUMBER		DATE ISSUED		REINSPECTION DATE	
VRS <input type="checkbox"/> Certified <input type="checkbox"/> Test <input type="checkbox"/> witnessed							

Remarks
 * OUT OF SERVICE *
BUS #3
 *13CCR 1232(a) Steering pitman arm mounting bolt is loose. (Corrected)
 13 CCR 1232(a) Steering column sector shaft is leaking fluid. (Corrected)
 24252(a) VC Required lamp(s) inoperative: 2 of 4 front clearance lamps are out. (Corrected)
 CVSA #12498233

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

VEHICLE/EQUIPMENT INSPECTION REPORT
FOR CARRIER SAFETY OPERATIONS
C. 43A (Rev 4-91) OPI 062

CARRIER (NAME OR TERMINAL FILE CONTROL NUMBER)

Empire Transportation, Inc

INSPECTION ADDRESS

8800 Park Street,

CITY OR COUNTY

Bellflower, CA 90701

DATE

5/18/2010

MAKE	MFG	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #1	Ford	98	6B17827/CA	1FBSS31S3XHB24607	284,441	G
Bus #2	Ford	99	6B35508/CA	1FBSS31S9XHB30878	265,649	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS Test		
Conventional	Type II	B #1 14 PAX	B #2 14 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #1**No violations noted.****CVSA #12450910****BUS #2****No violations noted.****CVSA #12450906**

MAKE	MFG	EQUIPMENT NUMBER	LICENSE NUMBER	VIN	ODOMETER	TYPE FUEL
Bus #3	Ford	79	5L56167/CA	1FDKE3DL6VHA61461	263,516	G
Bus #4	Ford	103	6E15820/CA	1FBSS31S8XHC17896	229,136	G
TANK/CONTAINER MAKE	SPEC./TYPE	SERIAL NUMBER/UNIT NUMBER	CT NUMBER	VRS Test		
Conventional	Type II	B #3 14 PAX/2 WC	B #4 14 PAX	<input type="checkbox"/> Certified <input type="checkbox"/> witnessed		
CERTIFICATE TYPE	CERTIFICATE NUMBER	DATE ISSUED	REINSPECTION DATE	ODOMETER		

Remarks

BUS #3**13 CCR 1269.1(a)(3) Wheelchair lift not padded. (Corrected)****CVSA #12430907****BUS #4****13 CCR 1232(d) Bus is not clean and free of litter. (Corrected)****CVSA #12450909**

INSPECTED BY

J.A. Morlet

I.D. NUMBER

A13135

CARRIER INSPECTION
CHP 343D (Rev. 2-99) OPI 062.

This report contains CONFIDENTIAL pages.

Pages ___ of ___

CARRIER NAME Empire Transportation, Inc		CA NUMBER 326916	LOC. CODE 550	SUBAREA S44
ST. ADDRESS, CITY, STATE, ZIP CODE 8800 Park Street, Bellflower, CA 90701		PHONE NUMBER (562) 529-2676	DATE 05/20/10	
CARRIER REPRESENTATIVE Dominick Sanangelo		TITLE Fleet Manager	TIME IN	TIME OUT
INSPECTION LOCATION (IF OTHER THAN THE CARRIER'S PRINCIPAL PLACE OF BUSINESS)		U.S. DOT NUMBER	MC NUMBER	

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

- CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM [VC 34520 & 49 CFR 382]
- OTHER: _____

REMARKS

34520 VC Carrier is in compliance with the Controlled Substances and Alcohol Testing program as set forth in 49 CFR, Part 382. Carrier's Controlled Substance and Alcohol testing program/consortium is managed by:

1) AWSI
Advanced Workplace Strategies, Inc.
Drug and Alcohol Program & Testing
17821 E. 17TH Street, Suite 260
Tustin, CA 92780
Ph# (714) 731-3084
1/01/2010 - 3/31/2010

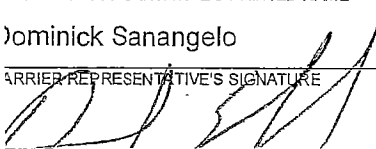
2) CDTA
California Drug Testing Association
Drug and Alcohol Program & Testing
1011 Camino Del Rio South, Suite 200
San Diego, CA 92108
Ph# (619) 209-2102
(04/01/2010 - Current)

As a result of the inspection noted above, this carrier was assigned a compliance rating of SATISFACTORY. This rating applies only to carrier requirements - Terminals are rated separately.

ATING HISTORY 1 <u>S</u> 2 <u>S</u> 3 <u>S</u> 4 <u>S</u>	NUMBER OF RECORDS INSPECTED 24	NUMBER OF VIOLATIONS 0	CHP 345 ISSUED <input type="checkbox"/>	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	CHP 100D COLUMN NO.
INSPECTED BY (NAME) D.A. Morlet			ID NUMBER A13135	CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded hereon and on the attached pages 2 through _____ will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the _____ Division Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME Dominick Sanangelo	TITLE Fleet Manager	DRIVER LICENSE NUMBER AND STATE
CARRIER REPRESENTATIVE'S SIGNATURE 	CURRENT CARRIER RATING SATISFACTORY	DATE 05/20/10

IV. Quality Assurance

Empire's philosophy is to view our company as an extension of our client's standards in quality of service. When we are awarded a contract we approach it as if we had become another of their departments. We place a big emphasis in learning and understanding the core of our customer base in order to deliver the best service possible. We have internal and external procedures in place that provide a check and balance system throughout the organization. The areas that we concentrate on are as follows:

1) Driver Selection, Training and Monitoring:

A detailed description of the hiring criteria and training program is described in the attached work plan. Monitoring of drivers is done in several tiers:

- a) On the road supervision carried out by the dedicated Road Supervisor.
- b) Use of technological means such as MDT equipped with GPS capabilities. This allows us to evaluate, in real time, the drivers' adherence to the schedule as well as data input.
- c) Passenger feedback, with the Department's authorization, can be done over the phone when requesting service or via written surveys.
- d) Mystery shoppers. We schedule random pickups in which our Quality Assurance Inspector himself is transported. We get a written report from him identifying areas for improvement as well as areas of excellence. We provide the driver with this feedback without identifying its actual source.

2) Call Center and Dispatching Department:

These two departments are the heart of the operation. The main areas where we evaluate, for quality control purposes, are:

- a) Their ability to use the technological resources at hand.
- b) Their ability to maintain and improve on the required parameters as set forth in the RFP.
- c) Their ability to assist and support drivers in emergency or break-down situations.
- d) Their ability to defuse and control a potentially negative encounter with passengers.
- e) Their ability to resolve complaints in a professional, efficient and courteous manner.

These departments are continuously evaluated by the Project Manager. We also conduct individual employee evaluations on a semi-annual basis or more frequently, if needed.

With the Department's authorization, we can also mail surveys to randomly selected passengers to get feedback on these departments performance.

3) Vehicle Maintenance and Cleanliness:

Vehicle maintenance and safety are of the utmost importance. We have provided a detailed description of our maintenance program in the work plan. Even though the vast majority of the vehicles assigned to this contract do not fall under CHP regulations, we do follow and meet their requirements. We keep vehicle maintenance files and conduct preventive maintenance inspections as required by federal and state regulations. Our Safety and Training Manager conducts random file reviews periodically comparing the physical file and the reports as produced by our vehicle maintenance software. Any deficiencies noted are brought up to the Maintenance Manger and the President of the company for immediate resolution.

Empire has its own car wash department at the proposed facility in Bellflower as well as a mobile unit that can be activated in case of an emergency situation. The vehicles will be washed, interior and exterior, every other day or as needed. The drivers are responsible for picking up any trash left behind between pick up. The drivers are also responsible for checking the vehicle cleanliness as part of their pre-trip inspection. They are required to report any irregularities to the Project Manager. The reported concerns will be addressed on the spot. The Project Manager will conduct daily inspections of vehicles to insure that the established cleanliness standards are being met. The Road Supervisor will also include checks for cleanliness as part of their review process.

4) Safety and Training:

Empire has developed a very comprehensive training program. The training program in place was one of the most important factors to be accepted as part of a captive insurance program. We are proud to say that our training program is not only well written but also strictly adhered to. As a company, we place a lot of effort on accident prevention. We have an in-house claims adjustor that works very closely with our Safety and Training Department as well as our insurance carrier in order to get an objective assessment of the incidents/accidents at hand. This approach has allowed us to implement preventive steps throughout the company. While accidents can and will happen, our continual goal is to be completely accident free and our primary emphasis is always on accident avoidance. As a condition of remaining members of the captive program, we go through an extensive annual audit performed by a third party that is selected and hired by our insurance carrier. The audit covers all areas of the operation. They inspect the maintenance shop looking for potential OSHA violations. They inspect numerous records including, but not limited to, mechanics' files, vehicle files, driver files, incident/accident reports, and training records. We have never failed one of these inspections.

We also have access to resources from the insurance carrier to have a third party conduct evaluations on contracts individually. We have taken advantage of this option on numerous occasions and requested evaluation of several contracts. We



would certainly avail ourselves of this option for this service, if awarded the contract.

This is a summary of the steps taken by Empire regarding Quality Assurance. The resume of the Quality Assurance Inspector can be found in the experience section of the proposal. If awarded the contract, a Quality Assurance Program tailored specifically to these services will be submitted for the Department's review and approval.

V. Spare Vehicles

Empire is proud to propose a 2009 Ford E450 Startrans Type II Bus. This vehicle carries a 7 year - 200,000 mile Altoona (FTA Testing) rating and will have less than 20,000 miles at contract commencement. As well as a 2007 Chevy Venture Low Floor wheel chair accessible minivan and will have less than 75,000.



SEATING CAPACITY: 22 ambulatory or 18+2 Wheelchairs
Ford E-450 Chassis - Gas 6.8L V-10 14050 GVWR
DOOR, ENTRY A&M 36 ELEC
LIGHT, EXTERIOR ENTRY DOOR
HEATER, 65K BTU (PROAIR 465)
AM/FM/CD
SPEAKERS, ADDITIONAL MIDSHIP
INTERLOCK, ILIS GMT GAS & DSL
TURN SIGNALS, SIDE (STD)
BACK-UP ALARM
MIRROR, 6X16 REAR VIEW INTERIOR
HANDRAIL, RIGHT ENTRY ASSIST
HANDRAIL, DOUBLE OVERHEAD
FLOOR RUBBER, RS 320 GRAY
SEAT COVER, ALL VINYL
FLIPSEAT, 34" FRDMN FEATHERWGT
W/C DOOR LIFT, STD FLR REAR-AT/AE
LIFT, FULLY AUTO 403/404 CERTIFIED
DECALS, ADA SPEC
RESTRAINT, Q-8100-A1-L
LIGHT, W/C LIFT EXTERIOR ADA
LIGHT OVR LIFT, INT FLOOD, BRAUN CENTURY



6,050 LB. GVWR
3.3 L V6 ENGINE
4 SPEED AUTOMATIC TRANSMISSION
DRIVER AND PASSENGER FRONT IMPACT AIR BAGS
FRONT HEATING/ AIR CONDITIONING
ADA 56" HIGH ENTRY DOOR AND LIGHTING
ADA 31" WIDE MANUAL RAMP
54" LONG MANUAL FOLD-OUT RAMP
3 PASSENGER REAR SEAT MODIFICATION
PERMANENT DRIVERS SEAT
2 WHEELCHAIR TIE DOWN POSITION
2 PASSENGER FOLD-AWAY MIDDLE SEATING
QUADRA-TRAC WHEELCHAIR TRACK
GRAB HANDLES - A PILLAR/B PILLAR
BACK-UP ALARM
COMMERCIAL GRADE NON-SLIP ALUMINUM FLOORING
SWING-OUT RAMP FEATURE

These vehicles are assigned on a back up capacity. Should a vehicle need to be replaced, they will be assigned permanently and Empire will purchase additional vehicles that meet the criteria listed on the RFP.

Service/Support Vehicles

Empire operates vehicles throughout Los Angeles County and maintains a fleet of service and administrative vehicles to support our operations. This fleet includes two fully equipped mobile maintenance vehicles with generators and air compressors. Our supervisors are equipped with 9 passenger vans that can provide emergency transport of stranded passengers in the case of a vehicle breakdown.

VI. Financial Resources & Insurance

Financial Statements

Our 2009, 2010, and 2011 year-end financial statements can be found in a sealed envelope contained in the proposal notebook marked "original". We ask that our financial statements be afforded the maximum confidentiality possible and that they only be circulated to those individuals who will be involved with assessing our ability to meet the financial requirements for delivering on this project. The statements have been reviewed by our outside CPA firm and all their findings are provided in the footnotes they have provided.

There are no existing liens or encumbrances against the company that would endanger our ability to perform on this contract. Additionally Empire and its principals are not involved in any pending litigation that might change that status. Nor is the company facing or considering bankruptcy, pending site closures, merger or labor disputes.

We would be delighted to make available to staff both our outside CPA and the Bank Officer responsible for our account should there be any questions at all about our ability to provide the necessary financial support for the shuttle operation.

Credit References

Empire has been gratified to have the support of a network of key vendor partners in providing service to our clients. We have chosen three of our most significant vendors so staff will be able to assess how our vendor community views our financial strength.

- Expo Propane, a woman owned business and a leading provider of liquefied petroleum gas (propane) fuel and refueling stations. Expo is located in close proximity to our facility and provides every other day delivery to our facility to insure that our on-site station maintains the capability to fuel all of our propane vehicles.
- Creative Bus Sales, by far California's leading provider of transit and paratransit buses used by local transit operators. We have worked closely with the firm on all of our fleet acquisitions over the past several years including the acquisition of all of our current alternate fuel buses.
- The National Interstate Insurance Company. We have been with National Interstate for several years and it has been three years since they accepted Empire into their Calypso Captive program.

Contact information for these credit references can be found on the next page and we invite staff to contact them.



Credit References

Company Name: Clean Energy
Contact Name: Steve Moore
Telephone Number: (562) 984-2800
Fax Number: (562) 984-2266
E-mail address: stevem@expopropane.com
Website address: www.expopropane.com

Company Name: National Interstate Insurance Company
Contact Name: Michelle A. Silvestro, Vice-President
Telephone Number: (330) 659-8900 Ext. 1213
Fax Number: (330) 659-8907
E-mail address: michelle.silvestro@nationalinterstate.com
Website address: www.nationalinterstate.com

Company Name: Creative Bus Sales, Inc.
Contact Name: Tony Matijevich
Telephone Number: (909) 465-5528
Fax Number: (909) 465-5529
E-mail address: Tonym@creativebussales.com
Website address: Creativebussales.com

Bank References

Company Name: Universal Bank
Contact Name: David Wong
Telephone Number: (626) 854-2818 Ex. 218
Fax Number: (626) 854-2838
E-mail address: dwong@universalbank.com
Website address: www.universalbank.com



Insurance

Empire will have no problem providing the insurance certificates required by this contract. Our company has been covered by National Interstate Insurance Company (NIIC) for several years. NIIC provides our Auto Liability, Worker's Compensation and physical damage coverage and is an AM BEST A-VIII rated carrier. The first level auto coverage is for \$5 million per occurrence and worker's compensation is the \$1 million statutory limit. NIIC provides coverage for General Liability at the \$5 Million level. NIIC will also be providing the Physical Damage coverage for County owned vehicles at the County's stated values.

A major benefit to insuring with NIIC is the great care that they take to ensure that every company in their program maintains the highest standards for safety and loss prevention. As their insured we are subject to safety reviews by NIIC's outside risk control consulting firm. This firm reviews all areas of our operation that affect safety and loss including: safety, training, recruiting, maintenance, industrial safety and accident prevention programs. The consultant not only reports on our status to NIIC but also offers suggestions on enhancements and improvements to our current programs. This is an extremely detailed review that is much more comprehensive than an annual CHP inspection.

A major benefit of our proposal to the Department is that we will exceed the coverage requirements established in this RFP. Our Excess Liability coverage is provided by the Scottsdale Insurance Company respectively. The AM Best Rating for Scottsdale is A+(XV). Combined with the \$5 million underlying coverage from NIIC we will be providing \$10 million combined single limit coverage.

The required form PW-16 can be found along the Required Forms section.



VII. Licenses & Certifications

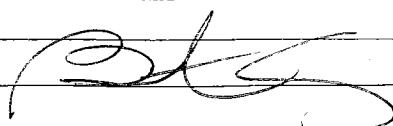
In order to qualify for the Whittier Dial-A-Ride Shuttle service a driver must possess (and have in their possession) a Class B or Class A license with passenger endorsement and evidence of successful completion of a DOT physical exam (DL51). We have attached documentation of those requirements for the ten Empire drivers proposed for this service. The copies can be found attached to Form PW-21. Note that, in compliance with the state labor code as well as our commitment in this proposal, we will be offering first priority for employment to existing transit workers on this project. Those existing drivers will likely have appropriate credentials, if not we will ensure that their credentials are upgraded before driving for Empire.

In terms of Maintenance Certification, we are proud to present the certifications of our proposed Maintenance Manager, Daniel Martinez, and two lead mechanics, Lionel Trejo and Rafael Rodriguez. Lionel is ASE Transit Bus Certified in Brakes and Electrical/Electronic systems. Rafael holds several ASE certifications, including the Heating and Air Conditioning Certification. Certifications for both individuals are attached. The copies of the certifications can be found attached to Form PW-21.

Other relevant certifications include those for critical safety managers. Jose Guzman, our Safety and Training Manager, is a Transportation Safety Institute Certified Instructor. He is also certified to teach the National Safety Council Defensive Driving Course and the Red Cross First Aid/CPR course.

VERIFICATION OF PROPOSAL

DATE: , 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Whittier, Et Al., Dial-A-Ride Services (2012-PA045)			
DECLARANT INFORMATION			
3. Name Of declarant: Bertha Aguirre			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Empire Transportation Inc.		Telephone No.: 562-529-2676	
Physical Address (NO P.O. BOX): 8800 Park St. Bellflower, CA 90706		Mobile No.: 310-562-2241	
e-mail: baguirre@emptransportation.com		Fax No.: 562-529-2220	
County WebVen No.: [REDACTED]	IRS No.: [REDACTED]	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any): Not applicable			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 8800 Park St. Bellflower, CA 90706		
	State of incorporation: California		Year incorporated: 1968
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Empire Transportation	Title	Phone 562-529-2676	Fax 562-529-2220
Street 8800 Park St.	City Bellflower	State CA	Zip 90706
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent:			Date: 12/17/12
Type name and title: Bertha Aguirre, President			



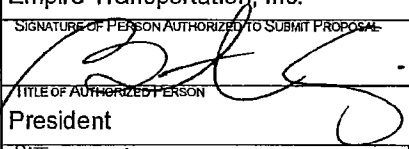
**SCHEDULE OF PRICES
FOR
WHITTIER, ET AL DIAL-A-RIDE SERVICES (2012-PA045)**

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	Hourly Rate	Estimated Annual Hours	Proposed Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 50.63 /Hour	16,300	\$ 825,269.00
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 55.70 /Hour	200	\$ 11,140.00
ESTIMATED TOTAL ANNUAL HOURS			16,500	
PROPOSED ANNUAL PRICE				\$ 836,409.00

OPTIONAL SUPPLEMENTAL TAXI RATE				
Item	Description	Cost Per Mile	Estimated Annual Miles	Optional Supplemental Taxi Price (Cost Per Mile x Estimated Annual Mile)
1.	Supplemental Taxi Rate per Mile – (Optional)	\$ 2.70 /Mile	3,000	\$ 8,100.00

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

LEGAL NAME OF PROPOSER Empire Transportation, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 04/02/13	STATE CONTRACTOR'S LICENSE NUMBER PUC: TCP-21507 CHP: CA-326916	LICENSE TYPE PUC: Charter ParaTransit CHP: Motor Carrier
PROPOSER'S ADDRESS: 8800 Park St. Bellflower, CA 90706		
E-MAIL baguirre@emprtransportation.com		
PHONE 562-529-2676	MOBILE 310-562-2241	FACSIMILE 562-529-2220

¹Contractor-Provided Vehicle Revenue Hours totaled 100 in FY 2011-12. We estimated 200 Vehicle Revenue hours for FY 2012-13 in case a County Vehicle is in an accident and is out of service for an extended period of time.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Empire Transportation Inc.		
Company Address: 8800 Park St.		
City: Bellflower	State: CA	Zip Code: 90706
Telephone Number: 562-529-2676		
(Type of Goods or Services): Passenger Transportation Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

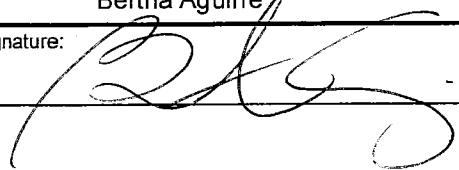
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Bertha Aguirre	Title: President
Signature: 	Date: 12/17/12

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Whittier, et al., Dial-A-Ride Service (2012-PA045)
 SERVICE BY PROPOSER Empire Transportation Inc.
 PROPOSAL DATE: _____

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.

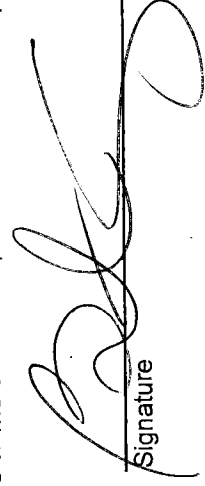
5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	11	13	16	18	19	77	19
2. Total dollar amount of Contracts (in thousands of dollars).	8357	10221	13624	14371	19477	66050	22117
3. Number of fatalities.	0	0	0	0	1	1	0
4. Number of lost workday cases.	2	1	2	2	3	10	1
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	1	0	1	1	2	5	1
6. Number of lost workdays.	204	111	67	215	276	876	210

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

Bertha Aguirre

Name of Proposer or Authorized Agent (print)



Signature

12/12/12

Date



March 14, 2013

Eric Fong
Los Angeles County
Department of Public Works (ASD)
Phone (626) 458-4077

RE: Accident Explanation

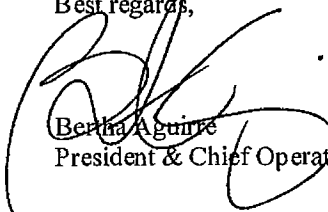
Dear Mr. Fong,

Thank you for the opportunity to provide an explanation to the unfortunate accident that took place on January 5th, 2011. The accident took place at approximately 6:20am. Our driver was en-route to his first pick up. He was traveling Southbound on the 105 Freeway. He took the Vermont Avenue off ramp. As he was exiting the freeway the light was green and he proceeded to make a right turn into Vermont Ave, Northbound. The driver did not see anybody nor did he feel an impact until a car behind him told him that he had just hit a person. The driver immediately stopped and called 911 as well as our Dispatch office. Unfortunately, the person was pronounced dead at the scene.

After a long and detailed investigation, it was determined that the deceased had jay walked across Vermont Ave. He was wearing all black clothing making it very hard for the driver to see him. There were no criminal charges made to our driver or Empire. A civil suit was settled with the family of the deceased late last year.

Please feel free to contact me should further information be required.

Best regards,



Bertha Aguirre
President & Chief Operating Officer

CONTRACTOR'S DRIVER SAFETY RECORD

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

Five-Calendar Years Prior to Current Year

	2007	2008	2009	2010	2011	Five-Year Average
1 Total Bus Revenue Miles	1876102	2248668	2938459	3010351	7216412	3457998
2 Total Number of NTD Reportable Accidents	4	2	4	2	6	3.6
3 Total Number of Fatalities	0	0	0	0	1	.2
4 Rate of Accidents/100,000 Bus Revenue Miles	.2	.1	.1	.1	.08	.12
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	0	0	.01	.002

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

Empire Transportation Inc.

Name of Proposer

8800 Park St.

Address

Bellflower, CA 90706

City Zip Code

Signature

21507

TCP

PUC Permit Number and Classification

562-529-2676

Telephone Number

CONFLICT OF INTEREST CERTIFICATION

I, Bertha Aguirre

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) President

of Empire Transportation Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract 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 12/17/12

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation Inc.

PROPOSED CONTRACT FOR: East Los Angeles Dial-A-Ride Service (2012-PA044)

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: Shuttle	SERVICE DATES: 2007 - 2012
DEPT/ DISTRICT: DPSS - GAIN	
CONTACT: Donovan Boswell, MPA	
TELEPHONE: 562-908-3547	
FAX: 562-908-0590	
E-MAIL: donovanboswell@dps.lacounty.gov	

SERVICE: Shuttle	SERVICE DATES: 2011 - Pres.
DEPT/DISTRICT: Department of Public Works	
CONTACT: Vanessa Rachal	
TELEPHONE: 626-458-5960	
FAX: 626-979-5313	
E-MAIL: vrachal@dpw.lacounty.gov	

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: Shuttle	SERVICE DATES: 2006 - Pres.
AGENCY/ FIRM: Disneyland Resort	
ADDRESS: 1313 S. Harbor Blvd., Anaheim, CA 92802	
CONTACT: Mark Hatfield	
TELEPHONE: 714-781-1828	
FAX: 714-781-0747	
E-MAIL: mark.hatfield@disney.com	

SERVICE: Shuttle	SERVICE DATES: 2004 - Pres
AGENCY/ FIRM: Dodgers / Standard Parking	
ADDRESS: 1000 Elysian Park Ave., Los Angeles, CA 90012	
CONTACT: Anthony Squeo	
TELEPHONE: 614-332-0185	
FAX: 213-236-0628	
E-MAIL: asqueo@standardparking.com	

SERVICE: Shuttle	SERVICE DATES: 2008 - 2011
AGENCY/ FIRM: LA Community College District	
ADDRESS: 770 Wilshire Blvd., Los Angeles, CA 90017	
CONTACT: Werner Wolf	
TELEPHONE: 213-996-2240	
FAX: 310-202-2576	
E-MAIL: werner.wolf@build_laccd.org	

SERVICE: Shuttle	SERVICE DATES: 2005 - 2011
AGENCY/ FIRM: Cal State Fullerton	
ADDRESS: CSUF Parking, Fullerton, CA 92831	
CONTACT: Joseph Ferrer	
TELEPHONE: 657-278-3242	
FAX: 657-278-1179	
E-MAIL: jferrer@exchange.fullerton.edu	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Empire Transportation Inc.

PROPOSED CONTRACT FOR: East Los Angeles Dial-A-Ride Service (2012-PA044)

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:	
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: Shuttle	SERVICE DATES: 2009 - Pres.
AGENCY/FIRM: City of Lawndale	
ADDRESS: 14717 Burin Ave., Lawndale, CA 90260	
CONTACT: Mike Estes	
TELEPHONE: 310-973-3272	
FAX: 310-676-9471	
E-MAIL: mestes@lawndalecity.org	

SERVICE: Shuttle	SERVICE DATES: 2010 - Pres.
AGENCY/FIRM: City of Bellflower	
ADDRESS: 16600 Civic Center Dr., Bellflower, CA 90706	
CONTACT: Richard Pierce	
TELEPHONE: 562-804-1424	
FAX: 562-925-8660	
E-MAIL: rpierce@bellflower.org	

SERVICE: Disabled	SERVICE DATES: 2001 - Pres.
AGENCY/FIRM: AltaMed Health Services	
ADDRESS: 500 Citadel Dr., Los Angeles, CA 90040	
CONTACT: Martha Santana-Chin	
TELEPHONE: 323-725-8571	
FAX: 323-889-7398	
E-MAIL: msantanachin@altamed.org	

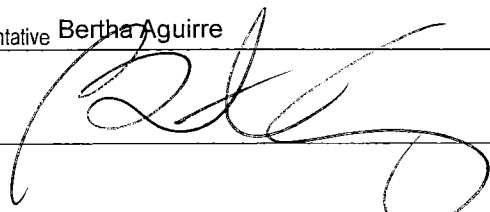
SERVICE: Shuttle	SERVICE DATES: 1994 - Pres.
AGENCY/FIRM: Kaiser Permanente	
ADDRESS: 11666 Sherman Way, Los Angeles, CA 91605	
CONTACT: Bill Bafford	
TELEPHONE: 818-503-7061	
FAX: 818-503-6910	
E-MAIL: bill.bafford@kp.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Empire Transportation Inc.
Address 8800 Park St. Bellflower, CA 90706
Internal Revenue Service Employer Identification Number XXXXXXXXXX

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.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer Empire Transportation Inc.	
Authorized representative Bertha Aguirre	
Signature 	Date 12/17/12

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Empire Transportation Inc.

My County (WebVen) Vendor Number: [REDACTED]

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): 438

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					30	54
Hispanic/Latino	1	1	11	2	182	75
Asian or Pacific Islander					12	4
American Indian						1
Filipino						
White			2		36	27


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	% 70	%	%	%	%	%
Women	% 30	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
City of Los Angeles	MBE				None (see attached letter)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:  Title: President Date: 12/17/12

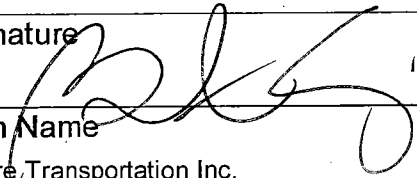
GAIN and GROW EMPLOYMENT COMMITMENT

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 	Title President
Firm Name Empire Transportation Inc.	Date 12/17/12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Empire Transportation Inc.

Company Name

8800 Park St. Bellflower, CA 90706

Address

27-0121666

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.

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Signature

Date

12/17/12

Bertha Aguirre, President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

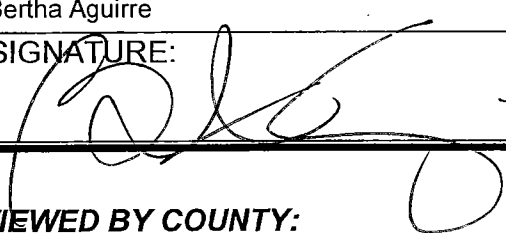
COMPANY NAME: Empire Transportation Inc.		
COMPANY ADDRESS: 8800 Park St. Bellflower, CA 90706		
CITY: Bellflower	STATE: CA	ZIP CODE: 90706

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a 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: Bertha Aguirre	TITLE: President
SIGNATURE: 	DATE: 12/17/12

REVIEWED BY COUNTY: 

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Empire Transportation Inc.

Proposer has not had any contracts terminated in the past three years.

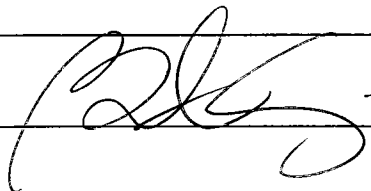
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE 

DATE: 12/17/12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Empire Transportation Inc.

- Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment:
3. Case Number:
4. Court of Jurisdiction:
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Horizontal lines for providing details for item A.

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):

Horizontal lines for providing details for item B.

Signature of Proposer:

Handwritten signature of the proposer.

Date: 12/17/12

WHITTIER, ET AL., DIAL-A-RIDE SERVICES

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Empire Transportation Inc.

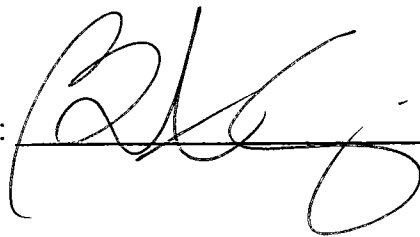
Proposer's Name

8800 Park St. Bellflower, CA 90706

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 12/17/12

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**

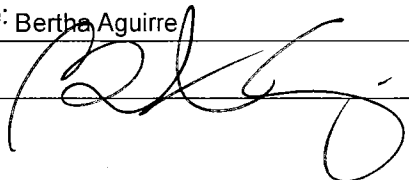
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: Bertha Aguirre	Title: President
Signature: 	Date: 12/17/12

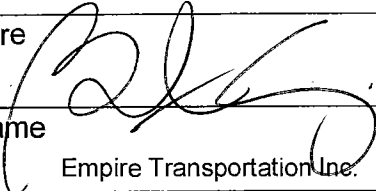
DISPLACED TRANSIT EMPLOYEE DECLARATION

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 President
Firm Name Empire Transportation Inc.	Date 12/17/12

WHITTIER, ET AL., DIAL-A-RIDE SERVICE (2012-PA045)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

- Proposer must have a minimum of three years experience providing the same or similar paratransit services for governmental or social service agency(ies).

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Number Years of Experience	15
----------------------------	----

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Empire Transportation Inc. began serving AltaMed Health Services in 1997. We provide demand response transportation services for AltaMed's ADHC/PACE Centers in Central Los Angeles, Lincoln Heights, East Los Angeles, El Monte, Pico Rivera, Downey, Lynwood, and Cypress. We provide an average of 300,000 trips annually.

(Please attach additional pages if needed.)

- No. Proposer does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

- Proposer's Project Manager must have a minimum of three years experience providing the same or similar paratransit 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 in order to provide for a meaningful evaluation).

Number Years of Experience	11
Name of the employee	Ana Arredondo

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Ms. Arredondo began with Southland Transit as a Customer Service Representative in 2001. In 2005, she was made Assistant General Manager with Southland Transit for multiple Los Angeles County projects, including Whittier Dial-A-Ride. She was able to exceed passenger per hour contractual expectations for Dial-A-Ride services in West Covina, Alhambra, and Pico Rivera.

(Please attach additional pages if needed.)

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 paratransit 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 in order to provide for a meaningful evaluation).

Number Years of Experience	11
Name of the employee	Daniel Martinez

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. The proposal may be disqualified, if incomplete or unresponsive statements are made.

Mr. Martinez began his Maintenance Management experience in 2005 with First Transit as an Assistant Maintenance Manager. He became a Maintenance Manager for MV Transit in 2006, and later with Southland Transit in 2009. Mr. Martinez was sought by Empire Transportation to head our Maintenance Department in 2011. He possesses an Associate Degree in Automotive/Diesel and Industrial Technology from Universal Technical Institute. He also possesses ASE Certifications in Transit Engines, Transit Brakes, Transit Suspension and Steering, Transit Electric, Transit Climate Control, and School Bus Brakes.

(Please attach additional pages if needed.)

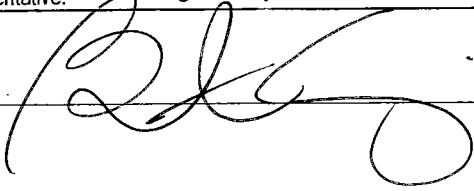
No. Proposer's Maintenance Manager does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

4. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501.c).
- Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.
- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "**Conditional**" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria. **If you check this box, your proposal will be immediately disqualified as non-responsive.**
5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicles Requirements. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with 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.9, Equipment/ Proposer-Provided Service Vehicles, 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. The Proposer will comply with the spare service vehicle requirements set forth in Part I, Section 2.A.9, Proposer-Provided Service Vehicles of this Request for Proposals. (This commitment is evident by Proposer's detailed plan which describes when and how the Proposer plans to meet the minimum required contractor spare vehicle requirements submitted in the proposal.)
- 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.**

WHITTIER, ET AL., DIAL-A-RIDE SERVICE (2012-PA045)

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Empire Transportation Inc.	
Address: 8800 Park St. Bellflower, CA 90706	
Authorized representative: Bertha Aguirre	
Signature: 	Date: 12/17/12

**WHITTIER, 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

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

- Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes Test and H4 ASE Transit Bus Brakes 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 A5 ASE Automobile & Light Truck Brakes Test and H4 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 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)	Directly Employed by the Contractor (Yes or No)
Lionel Trejo	Transit Bus Specialist, Brakes, Electrical/Electronic Systems	Yes
Rafael Rodriguez	Automobile Technician, Engine Repair, Suspension and Steering, Brakes, Electrical/Electronic Systems, Heating and Air Conditioning, Engine Performance	Yes
Daniel Martinez		Yes

- 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 A5 Automobile & Light Truck Brakes Test and H4 Transit Bus Brakes Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	Types of Certification (List multiple, if applicable)

- No. Proposer's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified 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, e.g. MACS or equivalent.)

Employee Name	Type of Certification
Daniel Martinez	Universal Technical Institute Refrigerant & Recycling Certification

- 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.**

3. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations.

Yes. Proposer has submitted copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, as specified in Part I, Section 2.A.11, Licenses and Certifications, please provide copies in your proposal and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

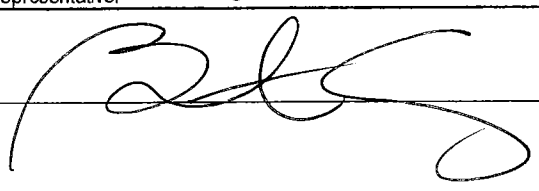
Employees with DMV Class B (with a minimum of a "P" endorsements)		
Employee Name	Class of Drivers License	"P" endorsement or Higher (Yes or No)
Jose Correa	B	Yes
Vilma Guity	B	Yes
Gloria Jones	B	Yes
Diane Boykins	B	Yes
Ralph Razo	B	Yes
Floyd Kemp	B	Yes
Edgar Calzadilla	A	Yes
Carmelita Alcala	B	Yes
Jorge Amezquita	A	Yes
Ignacio Hernandez	B	Yes

No. Proposer **did not** submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

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

PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Empire Transportation Inc.	
Address: 8800 Park St. Bellflower, CA 90706	
Authorized representative: Bertha Aguirre	
Signature: 	Date: 12/17/12



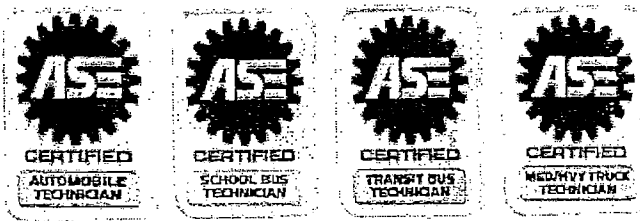
National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Daniel Martinez
West Covina, CA 91792-1453
ASE ID: ASE-1588-7863

Created: March 21, 2012
1:10:14 PM

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates	Test Series
Automobile Technician	A: Auto
Transit Bus Technician	H: Transit Bus
School Bus Technician	S: School Bus
Medium/Heavy Truck Technician	T: Medium/Heavy Truck

ASE Certification Details

Test	Description	Expiration Date	Status
A4	Suspension & Steering	12/31/2015	Current
A5	Brakes	12/31/2015	Current
H2	Diesel Engines	06/30/2013	Current
H3	Drive Train	12/31/2015	Current
H4	Brakes	06/30/2011	Expired
H5	Suspension & Steering	06/30/2013	Current
H6	Electrical/Electronic Systems	06/30/2011	Expired
H7	Heating Ventilation & Air Conditioning	06/30/2013	Current
H8	Preventive Maintenance & Inspection	12/31/2015	Current
S4	Brakes	12/31/2015	Current
S5	Suspension & Steering	06/30/2012	Current
T2	Diesel Engines	06/30/2013	Current
T3	Drive Train	06/30/2013	Current



National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Daniel Martinez
West Covina, CA 91792-1453
ASE ID: ASE-1588-7863

Created: March 21, 2012
1:10:14 PM

ASE Certification Details

Test	Description	Expiration Date	Status
T4	Brakes	12/31/2015	Current
T5	Suspension & Steering	06/30/2012	Current
T6	Electrical/Electronic Systems	06/30/2011	Expired
T7	Heating Ventilation & Air Conditioning	06/30/2012	Current
T8	Preventive Maintenance & Inspection	12/31/2015	Current

To become ASE certified, you must pass an ASE test and have at least two years of relevant hands on working experience. You can download the Experience Reporting Form from www.ase.com

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,
ASE Customer Service
E-mail: asehelp@ase.com

Phone: 1-800-390-6789 (select option 3)
Fax: (703) 669-6122



Universal Technical
Institute

Certificate of Completion

MARTINEZ, DANIEL

has successfully completed the Universal Technical
Institute Refrigerant Recovery & Recycling
Certification Program for
Section 609 of the CAA

547851811

6/03/03

Certification Number
1-800-859-7249

Date



National Institute for
**AUTOMOTIVE
SERVICE
EXCELLENCE**

Be it known that

RAFAEL O RODRIGUEZ

has successfully passed the examinations and met the work experience requirement prescribed by the National Institute for Automotive Service Excellence and is hereby **ASE CERTIFIED** in the service areas listed below.

AUTOMOBILE TECHNICIAN

AREAS OF DEMONSTRATED ACHIEVEMENT

ENGINE REPAIR

SUSPENSION AND STEERING

BRAKES

ELECTRICAL/ELECTRONIC SYSTEMS

HEATING AND AIR CONDITIONING

ENGINE PERFORMANCE

** ** ** ** **

EXPIRES

JUNE 30, 2013

DECEMBER 31, 2015

JUNE 30, 2016

JUNE 30, 2013

JUNE 30, 2016

JUNE 30, 2015

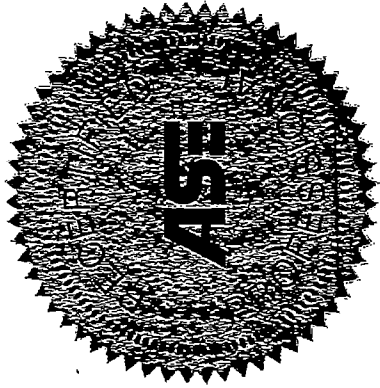
GIVEN THIS 30TH DAY OF JUNE 2011, AT LEESBURG, VIRGINIA

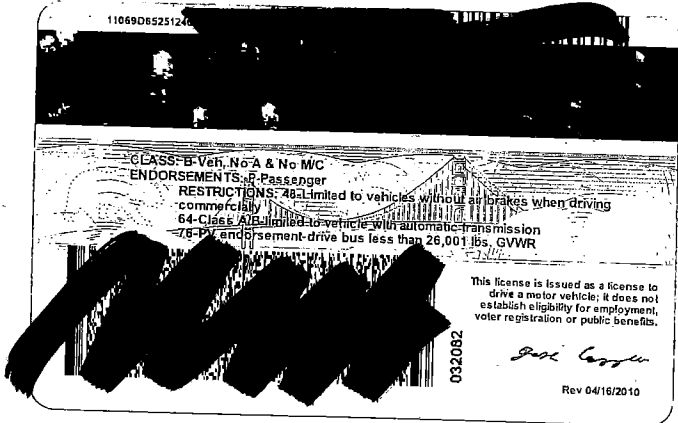
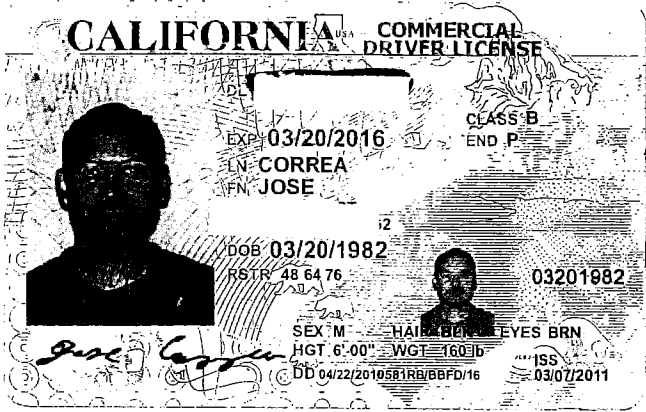
ASE-1033-5746

ASE IDENTIFICATION NUMBER

Timothy A. Zilke

TIMOTHY A. ZILKE, President





MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined JOSE CORREA in accordance with the Federal Driver License Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date 9/27/2012 Med. exp. date 9/27/2014

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT) Frederick Butler II, M.D.

TITLE Physician (MD DO) Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS 3364 E. Slauson Ave., Vernon CA 90058
Frederick Butler II, M.D. STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE NUMBER A73853 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 06/30/2014

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER (323) 584-7242

DL 51A (REV. 1/2012)

DRIVER LICENSE NUMBER [Redacted] STATE CA.

DRIVER'S NAME [Redacted]

DRIVER'S ADDRESS [Redacted]

DRIVER'S SIGNATURE X [Signature]

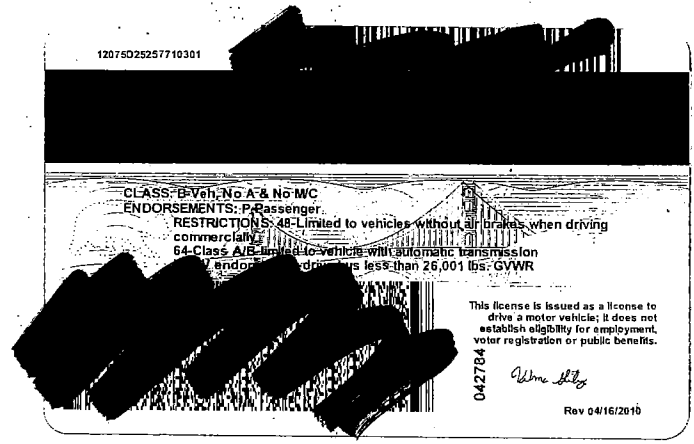
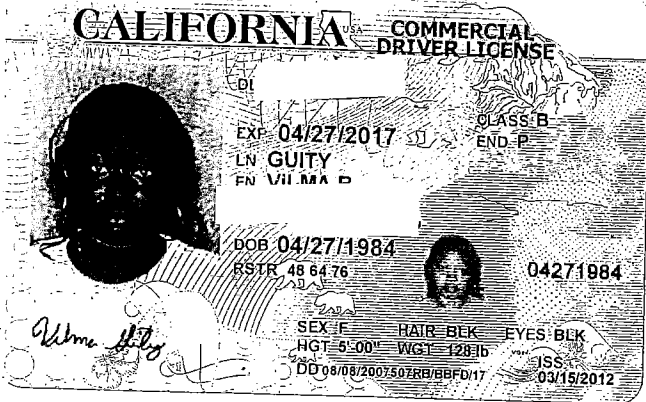
(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP 581 SEP 27 2012

DL 51A (REV. 1/2012)



MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Wilma Guity in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391. 41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER <u>[Signature]</u>	TELEPHONE <u>(62) 433 2278</u>	DATE <u>6/3/11</u>
MEDICAL EXAMINER'S NAME (PRINT) <u>BONAS. H...</u>	<input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input checked="" type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE <u>PA12213 CA</u>		
SIGNATURE OF DRIVER <u>[Signature]</u>	DRIVER LICENSE NO. <u>[Redacted]</u>	STATE <u>CA</u>
ADDRESS OF DRIVER <u>[Redacted]</u>		



DRIVER'S MEDICAL EXAM DATE
06/03/2011

DRIVER'S MEDICAL CERT. EXPIRES ON
6-3-13

DRIVER'S SIGNATURE
X [Signature]

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

[Handwritten mark]

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: B
 ENDORS: P
 EXPIRES 09-15-13
 CLAYTON EIFFETTE JONES
 SEX: F HAIR: BRN EYES: HZL
 HT: 4-10 WT: 160 DOB: 09-15-56
 RSTR: CORR LENS 46 64
 09/12/2008-235 RB FD/13

Address Change:
 46. MUST WEAR CORRECTIVE LENSES WHEN DRIVING COMMERCIALY
 64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION
 This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE
 I certify that I have examined the Driver License holder in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:
 wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)
 Med. eff. date MAY 25 2012 Med. exp. date 5/25/14
 The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office
 (FOLD HERE)
 MEDICAL EXAMINER'S NAME (PRINT) EDGAR J. RUSSELL D.O.
 TITLE Physician MD DO Chiropractor
 Physician Assistant Advanced Practice Registered Nurse
 ADDRESS 5203 Lakewood Blvd. Lakewood CA 90712
 STATE MEDICAL LICENSE OR CERTIFICATE NO. _____ STATE OF ISSUE CA
 MEDICAL LICENSE/CERTIFICATE ISSUE DATE 9-20-01 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 8-31-12
 MEDICAL EXAMINER'S SIGNATURE _____ TELEPHONE _____
 DL 51A (REV. 1/2012)

DRIVER LICENSE NUMBER _____ STATE CA
 DRIVER'S NAME _____
 DRIVER'S ADDRESS _____
 DRIVER'S SIGNATURE _____
 (FOLD HERE)
 NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).
 DMV USE ONLY
 DATE STAMP _____
 DL 51A (REV. 1/2012)

CALIFORNIA
COMMERCIAL DRIVER LICENSE
 EXPIRES 03-18-13 CLASS: B
 ENDORS: P

DIANE RENEE GANTBOYKINS

SEX: F HAIR: BLK EYES: BRN
 HT: 5-02 WT: 200 DOB: 03-18-54

RSTR: 64

Diane R. Gantboykins
 03/14/2008 609 38 FD/13

Address Change:

64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Diane Gantboykins in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date 7-31-12 Med. exp. date 7-31-14

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT)
ROBERT AUMANZA PA

TITLE Physician (MD DO) Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS
6000 N. Irwindale Ave. Ste. A Irwindale, CA 91702

STATE MEDICAL LICENSE OR CERTIFICATE NO. 1A11849 STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 5-8-86 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 8-31-13

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 626 9699800

DL 51A (REV. 1/2012)

CALIF.
 DRIVER LICENSE NUMBER _____ STATE _____
DIANE R. GANT-BOYKINS
 DRIVER'S NAME _____

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE
x Diane R. Gant-Boykins

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP
6 06 AUG 22 2012 AS

DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: B
 ENDORS: PN
 EXPIRES 02-17-13

RALPH EDDIE RAZO, JR


SEX: M HAIR: BRN EYES: BRN
 HT: 5-09 WT: 195 DOB: 02-17-77

RSTR: 64

Ralph Razo
 DONOR 11/14/2008 511 46 FD/13

Address Change:

64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION



This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

DRIVER LICENSE NUMBER _____ STATE CA

DRIVER'S NAME Ralph Razo

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE X *Ralph Razo*

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP _____

DL 51A (REV. 1/2012)

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Ralph Razo Driver License. _____ accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date JAN 10 2012 Med. exp. date JAN 10 2014

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT) **EDGAR J. RUSSELL D.O.**

TITLE Physician MD DO Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS **5203 Lakewood Blvd. Lakewood CA 90712**

STATE MEDICAL LICENSE OR CERTIFICATE NO. _____ STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 9.24.01 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 8.31.12

MEDICAL EXAMINER'S SIGNATURE *[Signature]* TELEPHONE NUMBER (562) 633-2013

DL 51A (REV. 4/2012)

Certification
Card

BasicPlus



CPR, AED, and First Aid
For Adults

Ralph Razo

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



JOSE GUZMAN

Authorized Instructor (Print Name)

150621

Registry No.

05/19/2012

Class Completion Date

(562) 529-2676

Training Center Phone No.

05/19/2014

Expiration Date

142668

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion date. More frequent reinforcement of skills is recommended.

Rate Your Program

Your Instructor used our instructional materials
to teach your class.

Have a comment about the class or a suggestion for
improvement? Access your MEDIC First Aid Passport online
where you can take a short survey regarding your class.

Register now at hsi.com/passport

MEDIC First Aid is a member of
the HSI family of brands.
hsi.com



MEDIC First Aid Passport

Go online to access your MEDIC Passport and take advantage
of the additional training resources available to you:

- Digital download of Student Handbook
- LearningLinks™ Refresher Scenarios
- Mobile Application Downloads
- E-mail Renewal Notification
- Rate Your Program Survey

Register now at hsi.com/passport

Registration Code: 2758

CALIFORNIA COMMERCIAL DRIVER LICENSE

DL

CLASS B

EXP 01/15/2017

LN KEMP

FN FLOYD JOSHUA III

DOB 01/15/1975

RSTR 64

PT 90

01151975

SEX M HAIR BRN EYES BRN

HGT 5'11 WGT 145 LB

DD 01/11/2012 60128012/288FD/17 ISS 01/11/2012

12011941144730301

CLASS: B-Veh, No A & No MC

ENDORSEMENTS: P-Passenger

RESTRICTIONS: 64-Class A/B-limited to vehicle with automatic transmission

This license is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration or public benefits.

011575

Rev 04/16/2010

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined FLOYD KEMP III in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391. 41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER	TELEPHONE	DATE
<i>A. Samarian</i>	(866) 672-9000	3-24-11
MEDICAL EXAMINER'S NAME (PRINT)	<input checked="" type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
A. Samarian		
MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE	A42243	
SIGNATURE OF DRIVER	DRIVER'S LICENSE NO.	STATE
<i>Floyd Kemp III</i>		CA
DRIVER'S MEDICAL EXAMINATION DATE	3-24-13	

DL 51A (REV. 6/2002)



DRIVER'S MEDICAL EXAM DATE

3-24-11

DRIVER'S MEDICAL CERT. EXPIRES ON

3-24-13

DRIVER'S SIGNATURE

Floyd Kemp III

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

CALIFORNIA
COMMERCIAL DRIVER LICENSE CLASS: A
 EXPIRES 08-21-13 ENDORS: P

EDGAR DANIEL CALZADILLA

SEX: M HAIR: BLK EYES: BRN
 HT: 5-07 WT: 161 DOB: 08-21-72
 RSTR: CORR LENS

06/17/2009 511 D9 FD/13

Address Change:

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Edgar Daniel Calzadilla in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses.
 wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

SIGNATURE OF MEDICAL EXAMINER (FOLD HERE) _____
 TELEPHONE (310) 631-1107 DATE 5/23/11

MEDICAL EXAMINER'S NAME (PRINT) Desiderio Jacob, M.D.
 MD DO Chiropractor
 Physician Assistant
 Advanced Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE
 A-236791 CA

SIGNATURE OF DRIVER _____ STATE CA

ADDRESS OF DRIVER _____

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE 5/23/13

DL 51A (REV. 6/2002)

STATE OF CALIFORNIA
DMV
 DEPARTMENT OF MOTOR VEHICLES
 A Public Service Agency

DRIVER'S MEDICAL EXAM DATE 5/23/11

DRIVER'S MEDICAL CERT. EXPIRES ON 5/23/13

DRIVER'S SIGNATURE X Edgar Daniel Calzadilla

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DL 51A (REV. 6/2002)



Basic TRAINING PROGRAMS

Edgar D. Calzadilla
Name
07/09/2011 Issued 07/09/2013 Expires

This certifies that the individual named above has successfully demonstrated the knowledge and skill objectives for:

- BasicPlus CPR, AED, and First Aid for Adults
- Basic CPR and First Aid for Adults

Card not valid if more than one box is checked.



Instructor Jose Guzman
Registry Number 150621
Training Center Phone No. (362) 529-2676
Training Center ID 142668

MEDIC FIRST AID® BasicPlus follows ILCOR, AHA, and ASTM recommendations and guidelines for CPR, first aid, and emergency care. Additional source authority information can be found in your Student Guide and at medicfirstaid.com.

Continued proficiency as a MEDIC FIRST AID Provider requires frequent retraining. This card expires as documented on the front of the card or within 24 months of issue.

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Para validar su Tarjeta de Culminación Exitosa, haga lo siguiente:

1. Culmine exitosamente una clase de capacitación de MEDIC FIRST AID.
2. Imprima su nombre en la línea provista en la cara principal de la tarjeta.
3. Su Instructor diligenciará el resto de la tarjeta.

Sign Up for MEDIC LearningLinks!

By completing this MEDIC FIRST AID class, you can automatically receive periodic LearningLinks throughout your certification period. LearningLinks are brief, web-based segments that review emergency care topics covered during your class, helping you retain your readiness to respond to an illness, injury, or medical emergency. To register, visit medicfirstaid.com/learninglinks and use the registration code below.

1M87653322

Rate Your Program

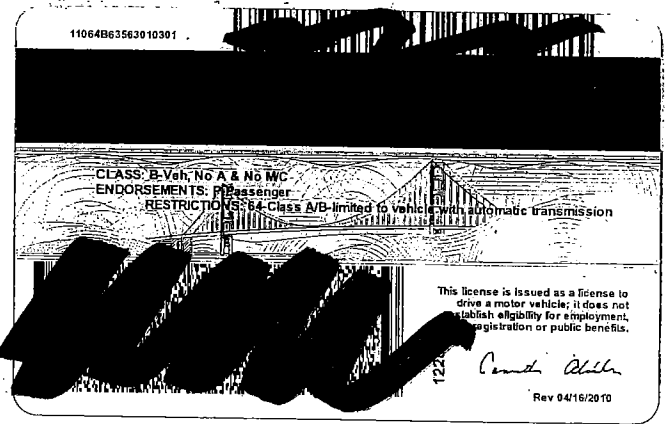
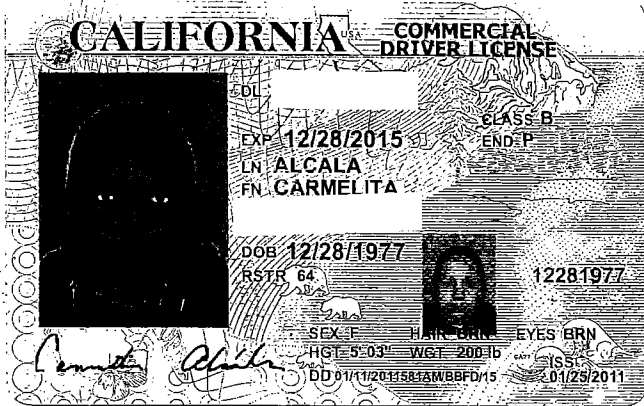
Help us improve the quality of instruction, instructional materials, and customer service.

Visit

medicfirstaid.com

Click on the Rate Your Program link on the home page. Let us know what you think.

Health & Safety Institute — We Make Learning to Save Lives Easy®
MEDIC First Aid is a member of the HSI family of brands.



MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined ALCALA, CARMELITA in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER Ronald Baumgartner TELEPHONE (813) 626-5674 DATE 1-3-11

MEDICAL EXAMINER'S NAME (PRINT) RONALD BAUMGARTNER MD DO Chiropractor
 Physician Assistant
 Advanced Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE PA 13047

SIGNATURE OF DRIVER Carmelita Alcala DRIVER'S LICENSE NO. _____ STATE CA

ADDRESS OF DRIVER _____

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE 1-3-13

DL 51A (REV. 6/2002)



DRIVER'S MEDICAL EXAM DATE

1-3-11

DRIVER'S MEDICAL CERT. EXPIRES ON

1-3-13

DRIVER'S SIGNATURE

x Carmelita Alcala

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).



DL 51A (REV. 6/2002)



Basic CPR AND FIRST AID FOR ADULTS

Carmelita Alcalá
Name
07/09/2011 07/09/2013
Issued Expires

This certifies that the individual named above has successfully demonstrated the knowledge and skill objectives for CPR and First Aid for Adults.



Instructor JOSE Guzman
Registry Number 150621
Training Center Phone No. (562) 529-2676
Training Center ID 142668

MEDIC FIRST AID® Basic follows ILCOR, AHA, and ASTM recommendations and guidelines for CPR, first aid, and emergency care. Additional source authority information can be found in your *Student Guide* and at medicfirstaid.com.

Continued proficiency as a MEDIC FIRST AID Provider requires frequent retraining. This card expires as documented on the front of the card or within 24 months of issue.

© 2010 MEDIC FIRST AID International, Inc. medicfirstaid.com

To have your Successful Completion Card validated, do the following:

1. Successfully complete a MEDIC FIRST AID training class.
2. Print your name on the line provided on the front of the card.
3. Your Instructor will fill out the remainder of the card.

Sign Up for MEDIC LearningLinks!

By completing this MEDIC FIRST AID class, you can automatically receive periodic *LearningLinks* throughout your certification period. *LearningLinks* are brief, web-based segments that review emergency care topics covered during your class, helping you retain your readiness to respond to an illness, injury, or medical emergency. To register, visit medicfirstaid.com/learninglinks and use the registration code below.

1M77071721

Rate Your Program

Help us improve the quality of instruction, instructional materials, and customer service.

Visit

medicfirstaid.com

Click on the *Rate Your Program* link on the home page. Let us know what you think.

Health & Safety Institute — We Make Learning to Save Lives Easy®
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DMV CALIFORNIA DMV
COMMERCIAL DRIVER LICENSE CLASS: A
 EXPIRES 05-23-13 ENDORS: P

JORGE ROLANDO AMEZQUITA

SEX: M HAIR: BLK EYES: BRN
 HT: 5-06 WT: 160 DOB: 05-23-55

Jorge Amezcua
 09/03/2008 511 37/B9 FD/13

Address Change:

This License is issued as a license to drive a motor vehicle; it does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Jorge Amezcua in accordance with the Federal Driver License (in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

wearing corrective lenses. wearing hearing aid.
 accompanied by a _____ waiver/exemption
 accompanied by a Skill Performance Evaluation Certificate (SPE)
 qualified by operation of 49 CFR 391.64
 driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date MAY 17 2012 Med. exp. date 5/17/14

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT)
EDGAR J. RUSSELL D.O.

TITLE Physician (MD D.O.) Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS
5203 Lakewood Blvd. Lakewood CA 90712

STATE MEDICAL LICENSE OR CERTIFICATE NO. 2046100 STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 9-24-91 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 8-31-12

MEDICAL EXAMINER'S SIGNATURE *[Signature]* TELEPHONE NUMBER (502) 633-2213

DL 51A (REV. 1/2012)

DRIVER LICENSE NUMBER _____ STATE _____

Jorge R AMEZQUITA
 DRIVER'S NAME

DRIVER'S ADDRESS _____

DRIVER'S SIGNATURE Jorge Amezcua

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP _____

DL 51A (REV. 1/2012)

Certification
Card

BasicPlus



CPR, AED, and First Aid
For Adults

Jorge Amezcua

has successfully completed and competently performed
the required knowledge and skill objectives for this program.



JOSE GUZMAN

Authorized Instructor (Print Name)

150621

Registry No.

05/19/2012

Class Completion Date

(362) 529-2676

Training Center Phone No.

05/19/2014

Expiration Date

142668

Training Center I.D.

This card certifies the holder has demonstrated the required knowledge and skill objectives to a currently authorized MEDIC First Aid Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content conforms to the 2010 AHA Guidelines for CPR and ECC, and other evidence-based treatment recommendations. Certification period may not exceed 24 months from class completion date. More frequent reinforcement of skills is recommended.

Rate Your Program

Your Instructor used our instructional materials to teach your class.

Have a comment about the class or a suggestion for improvement? Access your MEDIC First Aid Passport online where you can take a short survey regarding your class.

Register now at hsi.com/passport

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the HSI family of brands.
hsi.com



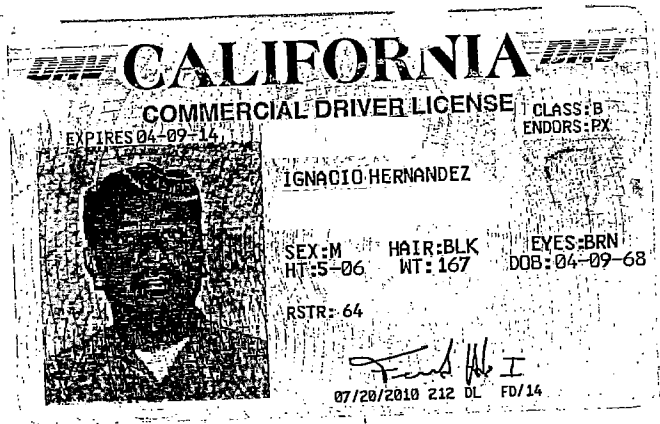
MEDIC First Aid Passport

Go online to access your MEDIC Passport and take advantage of the additional training resources available to you:

- Digital download of Student Handbook
- LearningLinks™ Refresher Scenarios
- Mobile Application Downloads
- E-mail Renewal Notification
- Rate Your Program Survey


Register now at hsi.com/passport

Registration Code: 2758



Address Change:

64. CLASS A/B - LIMITED TO VEHICLE WITH AUTOMATIC TRANSMISSION



This License is issued as a license to drive a motor vehicle. It does not establish eligibility for employment, voter registration, or public benefits.

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Ignacio Hernandez in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties, I find this person qualified; and, if applicable, only when:

- wearing corrective lenses. wearing hearing aid.
- accompanied by a _____ waiver/exemption
- accompanied by a Skill Performance Evaluation Certificate (SPE)
- qualified by operation of 49 CFR 391.64
- driving within an exempt intracity zone (49 CFR 391.62)

Med. eff. date 3/26/2012 Med. exp. date 3/26/2014
 The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodies my findings completely and correctly, and is on file in my office

(FOLD HERE)

MEDICAL EXAMINER'S NAME (PRINT) Steven J Ross

TITLE Physician (MD DO) Chiropractor
 Physician Assistant Advanced Practice Registered Nurse

ADDRESS 2476 S Atlantic Blvd Commerce CA 90040

STATE MEDICAL LICENSE OR CERTIFICATE NO: DC 23482 STATE OF ISSUE CA

MEDICAL LICENSE/CERTIFICATE ISSUE DATE 1/1/2011 MEDICAL LICENSE/CERTIFICATE EXPIRATION DATE 1/31/2013

MEDICAL EXAMINER'S SIGNATURE [Signature] TELEPHONE NUMBER 323) 780-1650

DL 51A (REV. 1/2012)

CA

DRIVER LICENSE NUMBER _____ STATE _____

DRIVER'S NAME Ignacio Hernandez

DRIVER'S SIGNATURE _____

X

(FOLD HERE)

NOTE: Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DMV USE ONLY

DATE STAMP 511 APR 02 2012 09

DL 51A (REV. 1/2012)

**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.

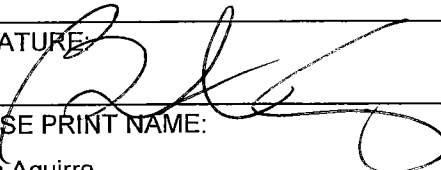
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will 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 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 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:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 12/12/12
PLEASE PRINT NAME: Bertha Aguirre	TITLE OR POSITION: President

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.)

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
Empire Transportation Inc.

Print Name of Firm

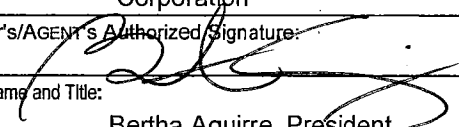
Bertha Aguirre, President
Print Name and Title

Date 12/17/12

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

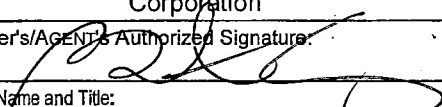
Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-45924 LP
	Date Claim Opened: 2009
Name and Address of Claimant:	Name: William Tucker
	Street Address: [REDACTED]
	City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial)	Shuttle Driver
Description of Allegation and/or Violation:	Alleged that pay was short by 24 hours, some of which was overtime.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation, Claimant did not show for hearing. Dismissed without prejudice.



Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT'S Authorized Signature: 
City, State, Zip Code: Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

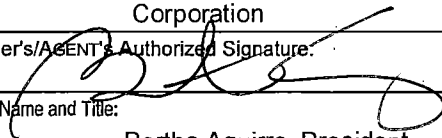
Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-04849 LP
	Date Claim Opened: 2009
Name and Address of Claimant:	Name: Tulio Solano
	Street Address: 
	City, State, Zip: 
Description of Work: (e.g., Janitorial) Shuttle Driver	
Description of Allegation and/or Violation:	Alleged that he was not allowed rest periods from 1/2006 through 11/2008
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Board ruled against Claimant.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

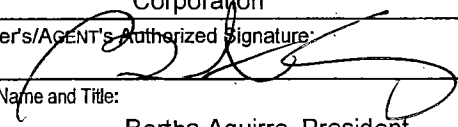
Public Entity Name	Labor Comissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 464 W. 4th St., Room 348
	City, State, Zip: San Bernardino, CA 92401
Case Number/Date Claim Opened:	Case Number: 09-47767 IF
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: Miguel Vargas
	Street Address: _____
	City, State, Zip: _____
Description of Work: (e.g., Janitorial) Shuttle Driver Trainee	
Description of Allegation and/or Violation:	Alleged that 23 hours remained unpaid upon resignation of employment
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation and presented evidence that payment was made in a timely manner and Claimant did not attempt to obtain his wages from the office nor request
	such payment be mailed. Board completed investigation and informed company that no further action was being contemplated.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

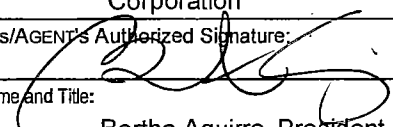
Public Entity Name	Equal Employment Opportunity Commission
Public Entity Address:	Street Address: 255 E. Temple St., 4th Floor
	City, State, Zip: Los Angeles, CA 90012
Case Number/Date Claim Opened:	Case Number: 480-2012-01394
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: Khadedra Green
	Street Address: _____
	City, State, Zip: _____
Description of Work: (e.g., Janitorial) Bus Washer	
Description of Allegation and/or Violation:	Complainant alleged that co-workers engaged in harassment against her and she was terminated due to her race.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegation and submitted response to EEOC. EEOC's investigation has not been completed.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT'S Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

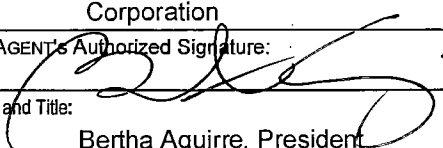
Public Entity Name	Labor Commissioner, Department of Industrial Relations
Public Entity Address:	Street Address: 300 Oceangate, Suite 302
	City, State, Zip: Long Beach, CA 90802
Case Number/Date Claim Opened:	Case Number: 05-49580 AC
	Date Claim Opened: 2010
Name and Address of Claimant:	Name: Macario Canillas
	Street Address: [REDACTED]
	City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial)	Shuttle Drivers
Description of Allegation and/or Violation:	Alleged that he was not paid 69.2 hours, some of which was overtime.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied claim and presented documentation on accuracy of pay that was received by Claimant.

Additional Pages are attached for a total of 6 pages.

**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: Empire Transportation Inc.	Print Name of Owner: Corporation
Print Address of Firm: 8800 Park St.	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Bellflower, CA 90706	Print Name and Title: Bertha Aguirre, President

Public Entity Name	Department of Fair Employment and Housing
Public Entity Address:	Street Address: 2218 Kausen Dr., Suite 100
	City, State, Zip: Elk Grove, CA 95758
Case Number/Date Claim Opened:	Case Number: 46230-22071
	Date Claim Opened: 2012
Name and Address of Claimant:	Name: Jennie Taylor-Harris
	Street Address: [REDACTED]
	City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial) Road Supervisor / Dispatcher	
Description of Allegation and/or Violation:	Complainant alleged that company engaged in illegal discrimination and retaliation against her on account of race and disability.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Company denied allegations and submitted response to DFEH. Case not yet disposed.

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	<p>Proposer Fully Disclosed</p>	<p>Proposer <i>Did Not</i> Fully Disclose</p>
<p>MAJOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14%</p> <p>Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT</p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE</p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Empire Transportation Inc.

Name of Proposer's Health Plan: N/A

Date: 12/17/12

(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	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ___ days of employment.
- Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 1 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 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 3 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.


STAFFING PLAN D COST METHODOLOGY FOR CONTRACT: WHITTIER, ET AL., DIAL-A-RIDE SERVICE (2012-PA045)

PROPOSER: Empire Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE **	ANNUAL COST	
	SUN	MON	TUE	WED	THU	FRI	SAT					
Operator 1	0	8	8	8	8	8	0	40	2080	11.84 \$	24,627.20	
Operator 2	8	8	8	8	8	0	0	40	2080	11.84 \$	24,627.20	
Operator 3,4,5	0	24	24	24	24	24	0	120	6240	11.84 \$	73,881.60	
Operator 6	7.5	8	0	0	8	8	9	40.5	2106	11.84 \$	24,935.04	
Operator 7,8,9	0	24	24	24	24	24	0	120	6240	11.84 \$	73,881.60	
Operator 10	0	0	8	8	8	8	9	41	2132	11.84 \$	25,242.88	
Road Supervisor	0	8	8	8	8	8	0	40	2080	13.00 \$	27,040.00	
Dispatchers (2)	7.5	8	8	16	16	16	9	80.5	4186	13.00 \$	54,418.00	
Reservationsists (2)	7.5	16	16	8	8	15.5	9	80	4160	12.00 \$	49,920.00	
Mechanics	16	8	8	8	8	16	16	80	4160	\$	-	
								0		\$	-	
Comments/Notes:												
Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below												
Mechanic(s)	Hourly Wage Rate											
Mechanic(s) Hourly Rate	\$ 18.00											
Mechanic(s) Hourly Rate	\$ 16.50											
Mechanic(s) Hourly Rate	\$											
The allocated mechanic hours are included in the Equipment Cost												
(1) Vacations, Sick Leave, Holiday (2) Health Insurance *** (3) Payroll Taxes & Workers' Compensation (4) Welfare and Pension (5) Equipment Costs(Includes Fuel, Mechanics and Insurance) (6) Service and Supply Costs (7) General and Administrative Costs (8) Profit												
Total Annual Salaries											\$ 378,573.52	
Total Annual Employee Benefits (1+2+3+4)											\$ 88,672.63	
Total Annual Other Costs (5+6+7+8)											\$ 300,398.46	
TOTAL ANNUAL PRICE											\$ 836,409.00	

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

Empire Transportation, Inc.  Signature
 Name of Proposer 04/01/13 Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
WHITTIER, ET AL., DIAL-A-RIDE SERVICES (2012-PA045)**

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.**

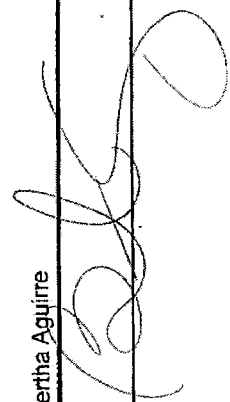
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Hours worked are tracked using a database program called TimeForce. Each employee clocks in and out electronically either using a web-enabled mobile phone or a computer with internet access. The scheduled for each employee is also built into the database so that managers can easily note potential errors in punches. These time punches are reviewed daily by the manager for each employee to ensure the accuracy of the hours worked as well as to ensure that employees have clocked in and out correctly and that missed punches are corrected in a timely manner.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>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?</p>	<p>We have no employees who report to work and then travel to their worksite. All employees begin their shift on-site where the revenue vehicle is parked for their work location.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 All records created and documenting hours worked by an employee are produced electronically according to the times the employee clocks in and out. When an employee enters a time-punch, they will enter their employee ID and the number of the contract they are working for and submit the punch to the server for processing. The server will time-stamp the punch and process the numbers to determine the identity of the employee and the contract. Once processing is complete, the server sends the information back to the device from which the employee entered the information and shows them the time for their information.</p> <p>3.2 All records related to hours worked are stored electronically on the server hosting TimeForce and backed up as with all other server data. In addition, a hard copy is given to the employee at the end of a pay cycle by the employee's manager. The employee signs the time sheet or identifies errors, which are then investigated by the manager.</p> <p>3.3 The electronic records are maintained automatically in real-time by the server. The hard copies are printed at the end of each semi-monthly pay period and filed at our main office.</p> <p>3.4 The initial creation of the electronic records is, as previously mentioned, performed by the server based on information submitted by the employee.</p> <p>3.5 The records produced by the server are checked for accuracy daily by the manager responsible for the employee. At the conclusion of the pay period, a timecard is printed from TimeForce for each employee and given to them for review. If the employee has any issues with missed time, forgotten punches, etc... or see another problem he or she is able to raise the issue with their manager prior to their check being generated. Once the employee has reviewed the timecard, and signed it, the timecard is returned to their manager.</p> <p>3.6 At the conclusion of every pay period, each manager checks the final day for each employee during that pay period and verifies the accuracy of the semi-monthly period per employee. This is accomplished by marking the verification checkbox in the web browser-based interface. TimeForce then indicates that the record was reviewed and verified and provides the name of the manager who performed the verification. Verifications occur after the printed timecard has been returned with the employee's signature.</p> <p>3.7 Once verified the records are imported into QuickBooks and used as the basis for every employee's paycheck.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>As described previously, all records pertaining to hours are based solely on hours worked and are created primarily on information submitted to TimeForce by the employee themselves. Timecards are printed and signed by the employee prior to issuance of their paycheck.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Meal periods are built into each employee's schedule. The employees clock out and in directly on their Nextel phone and the information is retained in our records and available for audit. In transit service there is a relief driver who takes over the vehicle to make these lunch breaks available. These reliefs are also documented on trip sheets. In terms of other breaks, the California State Labor Board has accepted the make up time in the transit schedule as available break time as long as the employee has the ability to attend to personal needs during these periods.</p> <p>Payroll entries are made directly by the worker and audited by the supervisor and payroll coordinator. Worker then approves the final time sheet in writing.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>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).</u></p>	<p>The hours maintained and entered into TimeForce for every employee can be accessed by the payroll department at all times. After verification by the managers, the payroll department imports the hours worked into QuickBooks from TimeForce. The payroll department makes any necessary entries into employee records with regard to required deductions (such as wage garnishments, changed tax status, etc...) applicable to the period and verifies the data prior to check issuance. The payroll department then processes the information and creates checks. For those employees who use direct deposit, the information is submitted to the employee's bank and a check stub is printed and delivered to the employee. Checks for employees who are not enrolled in direct deposit are delivered to them by their manager. Every employee with receive a single check reflecting hours worked at straight wages and overtime wages. All deductions and wages are itemized on the check stub.</p> <p>A copy of two pay checks with the applicable "Time Card" which explains the basis for the pay are attached to this form.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>We do not use a manual payroll system.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>As described previously we use the automated system TimeForce for recording an employee's hours. Checks are issued in-house using the import of TimeForce information into QuickBooks.</p> <p>At this time, should any employee work at multiple rates during a work week, overtime is paid based on the greatest rate earned.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time is rarely an issue, as drivers report to a regular work place and begin the driving assignment from that location.</p> <p>9.2 Due to the rare occurrence of travel time, should it occur the travel time is paid at the regular rate.</p> <p>9.3 County staff employees are not assigned to work for other services on a regular basis. Should there be a shortage of drivers and a County worker is assigned to temporarily cover on another service, the employee would be paid at their regular County Living Wage rate. Only in the case of an employee who is permanently transferred to another service either by request of the employee or County staff, would the employee's wage rate be changed.</p> <p>We do not have the situations described in 9.3.a or 9.3.b.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>There are two earnings statements with time sheets attached. The first reflects a driver who has a C license and non-exempt employees. C drivers, like almost all employees in California, are subject to daily overtime, i.e. overtime after eight hours worked in a day. The Total Hours, broken down by day, show the daily allowed and then the overtime hours per day. The earnings statement again shows the hours paid at regular rate and then separately the hours paid at 1.5x rate. The timecard and earnings statement also note a day on which a lunch was not possible and, therefore, an hour of pay at the employee's regular rate is issued in addition to the hours worked, in compliance with law.</p> <p>The second earnings statement is for a driver with a B license. These drivers are an exception to daily overtime as set forth in the Transportation Wage Order. The exception is necessary due to the fact that the B license and the hours worked by B license drivers are subject to federal law and the regulation of the USDOT. As such, A and B license drivers are paid overtime AFTER 40 hours worked in a week. Therefore on the attached time sheet, the employee's 8.50 hours on Tuesday the 1st are all shown as regular hours, but on Wednesday the 2nd, when the employee worked 8.5 hours, 6.5 are shown as regular and 2 show as overtime. This is because the employee exceeded 40 hours in the week after 6.5 hours on the Wednesday</p>
<p>Print Name: Bertha Aguirre</p> <p>Signature: </p>	<p>Company: Empire Transportation Inc.</p> <p>Date: 12/17/12</p>

Department: All Departments Inc Sub Employee: [Redacted]

View: [Redacted] **Thursday 11/1/2012 to Thursday 11/15/2012**

Date	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
11/12/2012	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
In	20:30	20:30			04:30	12:30	12:30	20:30	20:30			04:30	12:30	12:30	20:30
Out	00:30»	00:30»			09:00	17:00	17:00	00:30»	00:30»			09:00	17:00	17:00	00:30»
In	01:00»	01:00»			09:30	17:30	17:30	01:00»	01:00»			09:30	17:30	17:30	01:00»
Out	05:30»	05:30»			13:00	21:00	21:00	05:30»	05:30»			13:30*	21:25*	21:00	05:00»
Punch Errors	2	2					2	2	2			2	2	2	2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Total Hours	8.50	8.50	0.00	0.00	8.00	8.00	8.00	8.50	8.50	0.00	0.00	8.50	8.42	8.00	8.00
Regular Hours	8.50	6.50			8.00	8.00	8.00	8.50	7.50			8.50	8.42	8.00	8.00
Overtime 1		2.00							1.00						
Department	8.50	8.50			8.00	8.00	8.00	8.50	8.50			8.50	8.42	8.00	8.00
Job	8.50	8.50			8.00	8.00	8.00	8.50	8.50			8.50	8.42	8.00	8.00
Schedule Rule	8.50	8.50			8.00	8.00	8.00	8.50	8.50			8.50	8.42	8.00	8.00
30 Min Lunch	8.50	8.50			8.00	8.00	8.00	8.50	8.50			8.50	8.42	8.00	8.00
Start	20:30	20:30			04:30	12:30	12:30	20:30	20:30			04:30	12:30	12:30	20:30
End	05:00»	05:00»			13:00	21:00	21:00	05:00»	05:00»			13:00	21:00	21:00	05:00»
Deductions	0.50	0.50			0.50	0.50	0.50	0.50	0.50			0.50	0.50	0.50	0.50
Hours	8.00	8.00			8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00

Settings **Legend**

Verification: Supervisor [Redacted]

I certify that the above time card is correct.

Regular Hours	87.92
Overtime 1	3.00
Total Hours	90.92
Hours Pay	\$1,270.73
Total Pay	\$1,270.73

Department & Premium Hours

Sample
Employee with Commercial License

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706



Employee Pay Stub Check number: 20121121239 Pay Period: 11/01/2012 - 11/15/2012 Pay Date: 11/21/2012

Employee SSN
 [Redacted]

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	YTD Used	Available
Driver Hourly Wage	87.92	14.00	1,230.83	26,147.80	Sick		-56.00
Driver OT Hourly Wage	3.00	21.00	63.00	5,383.70	Vacation		-72.00
Holiday Hourly Wages				560.00			
Hourly Birthday Wages				112.00			
Sick Pay				336.00			
Driver Vacation Wages				672.00			
			1,293.83	33,211.50			
Taxes			Current	YTD Amount			
Federal Withholding			0.00	-344.00			
Social Security Employee			-54.34	-1,394.88			
Medicare Employee			-18.76	-481.57			
CA - Withholding			0.00	-13.94			
CA - Disability Employee			-12.94	-332.12			
			-86.04	-2,566.51			
Adjustments to Net Pay			Current	YTD Amount			
Garnishments			-50.00	-1,100.00			
Uniforms			14.55	333.96			
Union Dues				-455.00			
Loan				-150.00			
			-35.45	-1,371.04			
Net Pay			1,172.34	29,273.95			

Sample
 Employee with Commercial License

Department: All Departments Inc Sub Employee: [Redacted]

View [Redacted] Thursday 11/1/2012 to Thursday 11/15/2012

Date	T 1	F 2	S 3	S 4	M 5	T 6	W 7	T 8	F 9	S 10	S 11	M 12	T 13	W 14	T 15
In	07:00	09:00			07:00	07:00	06:45	07:00	09:00			07:00	07:00	07:00	07:00
Out	12:00	13:00			12:15	12:15	12:00	12:00	12:45			12:15	12:15	16:00†	12:30
In	13:00	14:00			13:15	13:00	12:30	13:00	13:45			13:15	13:15		13:00
Out	16:00	18:00			17:00	17:00	16:00	16:00	18:00			16:00	16:00		16:00
Total Hours	8.00	8.00	0.00	0.00	9.00	9.25	8.75	8.00	8.00	0.00	0.00	8.00	8.00	10.00	8.50
Regular Hours	8.00	8.00			8.00	8.00	8.00	8.00	8.00			8.00	8.00	9.00	8.00
Overtime 1					1.00	1.25	0.75							1.00	0.50
Department	8.00	8.00			9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
BASE					9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
Job					9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
BASE					9.00	9.25	8.75	8.00	8.00			8.00	8.00	10.00	8.50
Absences															1.00†
Skipped Meal Period															

Settings Legend

Verification: Supervisor [Redacted]

I certify that the above time card is correct.

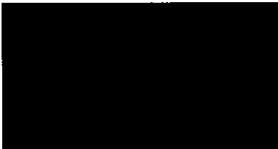
Pay Period: 11/1/2012 - 11/15/2012	
Worked Hours	92.50
Paid Absences	1.00
Total Hours	93.50

Regular Hours	89.00
Overtime 1	4.50
Total Hours	93.50
Hours Pay	\$1,808.72
Total Pay	\$1,808.72

Department & Premium Hours

Sample
Non-Exempt Employee

Empire Transportation, Inc.
 8800 Park Street
 Bellflower, CA 90706



Employee Pay Stub Check number: 20121121024 Pay Period: 11/01/2012 - 11/15/2012 Pay Date: 11/21/2012

Employee _____ SSN _____

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	YTD Used	Available
Clerical Hourly Wage	88.00	18.89	1,662.32	11,603.19	Sick		24.00
Clerical OT Wage	4.50	28.34	127.53	3,174.10			
Skipped Meal Period	1.00	18.89	18.89	434.47			
Clerical Salary				24,562.50			
Vacations				189.00			
Birthday Adm				151.12			
Holiday Hourly Wages				151.12			
Clerical D.T. Wage				132.23			
			1,808.74	40,397.73			
Taxes			Current	YTD Amount			
Federal Withholding			-264.00	-4,808.00			
Social Security Employee			-75.96	-1,696.70			
Medicare Employee			-26.23	-585.77			
CA - Withholding			-66.16	-1,309.51			
CA - Disability Employee			-18.09	-403.96			
			-450.44	-8,803.96			
Net Pay			1,358.30	31,593.77			

Sample
 Non-Exempt Employee



**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

**SAFETY AND TRAINING PROGRAM
POLICIES AND PROCEDURES**

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SAFETY AND TRAINING PROGRAM POLICY AND PROCEDURE

1.0 POLICY OBJECTIVE

Empire Transportation, Inc. (Empire) is committed to delivering safe passenger transportation services to our clients. In meeting this goal it is our policy to:

- 1) Employ qualified and actively involved Safety, Training and Personnel Department (STP) staff who are capable of delivering on our program objectives.
- 2) Provide training that insures every employee enters our active workforce with the skills to be safe and successful in providing outstanding service to our clients.
- 3) Promote an attitude toward safety, which insures that our employees are safety aware while doing their jobs.
- 4) Prohibit employee actions that do not meet the safety standards outlined in this policy.

2.0 PURPOSE

The purpose of this policy is to provide STP staff with guidelines and standards for training new and existing employees to meet Empire safety standards, as well as ensure compliance with regulatory and contractual guidelines. This program is not all-inclusive of Empire's STP efforts, but instead defines minimum requirements. Each project is unique and additional areas of training should be included in accordance with local and contractual standards.

3.0 APPLICABILITY & ADMINISTRATION

These policies apply to employees responsible for the administration of the program, as well as to employees who undergo Empire training. Every member of management is required to read and become familiar with the requirements of this policy. This policy is not intended to supersede other company policies but to augment them. Thus, Empire employees are governed also by those policies and remain subject to their content.

The STP Manager shall designate at least one Behind-the-Wheel Trainer for the Company. Empire will provide the majority of driver trainee instruction at its Central Training Facility, however, refresher training may be provided at program locations. Individuals appointed to the following positions must become familiar with this program and proficient in the area(s) of training for which they are responsible, as well as the policy's general application.

- STP Manager
- Program Managers
- Classroom Instructors
- Behind-the-Wheel (BTW) Trainers
- Field Supervisors
- Lead Drivers
- Maintenance Managers

The STP Manager shall be responsible for delivering the program to these individuals and ensuring that they understand their duties and obligations under this program.

4.0 INSTRUCTOR QUALIFICATIONS

4.1 CLASSROOM INSTRUCTOR

A Classroom Instructor must have the following qualifications:

- A) License and Certification(s), as applicable to the type of vehicles and/or service being taught.
- B) Certification by the Department of Transportation, Transportation Safety Institute, to deliver the curriculum being taught.
- C) Certification by the National Safety Council to teach the defensive driving course.

4.2 BTW INSTRUCTOR

Driver trainees shall be instructed and supervised by either a Classroom Instructor, or an Empire certified BTW Trainer. Prior to the driver being released for service, an Empire certified BTW trainer must have delivered the appropriate BTW training and evaluation as specified in this policy. BTW Trainers are those who are trained and certified by the Empire STP Manager to deliver behind-the-wheel training in accordance with the Safety and Training Program.

5.0 DRIVER TRAINEE SELECTION

Every EMPIRE driver applicant shall be informed that an original H-6 Department of Motor Vehicles printout (dated within 7 working days of the application date) must be turned in along with his/her application. In addition to being a requirement for Empire employees who are enrolled in the DMV Employer Pull-Notice program, the printout provides invaluable information regarding an applicant's driving experience and infractions. The final decision to hire a Driver Trainee, based upon considerations identified by a motor vehicle record, will be made by a member of the senior Management team, however, at a minimum EMPIRE will not employ those whose record displays the following:

1. 2 or more points for moving violations within the previous 3 years.
2. DUI, or Reckless Driving within the previous 10 years.
3. Suspended or revoked Drivers License due to moving violations, unless overturned and such information is identified on the record.
4. Other criminal activity as described below:
 - a. Conviction of a crime pursuant to which the applicant is required to register as a sex offender under Section 290 of the Penal Code or conviction of a felony involving violence against persons.
 - b. Conviction during the preceding seven years of any one of the following:
 - ✓ an offense relating to the use, sale, possession or transportation of narcotics or addictive or dangerous drugs;
 - ✓ an act involving force, violence, threat or intimidation against persons;
 - ✓ an sexual offense;
 - ✓ an act involving moral turpitude, including fraud or intentional dishonesty for personal gain;
 - ✓ an offense involving the solicitation or agreement to engage in or engagement in any act of prostitution.
 - c. A record of habitual or excessive use or addiction to intoxicating beverages, narcotics or dangerous drugs.
 - d. Conviction at any time of the following Vehicle Code sections:
 - ✓ 20001 - Hit and Run resulting in injury or death
 - ✓ 20003 - Hit and Run - failure to identify yourself to police or victim – injury or death involved
 - ✓ 20004 - Hit and Run death – failure to report to police or CHP
 - ✓ 23104 - Reckless driving- causing injury
 - ✓ 23153 - Driving while under the influence of alcohol or drugs – causing injury to others.

6.0 TRAINING AREAS AND TIME REQUIREMENTS

This section is intended to define the curriculum that will be delivered to drivers before they are released for service at Empire. At a minimum, the following subjects will be taught as part of the required driver training.

Subject Area	No CDL and Passenger Endorsement	With CDL and Passenger Endorsement
Classroom Instruction		
Empire Orientation and Policies	2 Hours	2 Hours
National Safety Council Defensive Driving Course	8 Hours	6 Hours
Transportations Safety Institute Bus Operator Training	8.5 Hours	
Emergency Management/ Accident/Incident Procedures	4.5 Hours	2 Hours
Mobile Communications	1 Hour	1 Hour
Substance abuse/Alcohol Abuse Awareness	2 Hours	1 Hour
Customer Service/Passenger Relations/Confidentiality	3 Hours	1 Hour
Illness and Injury Prevention – Includes Bio-Hazard	2 Hours	1 Hour
Sexual Harassment Prevention	2 Hours	2 Hours
Pre and Post Trip Inspection	4 Hours	
Behind the Wheel Instruction		
Paratransit, ADA & Sensitivity, Wheelchair Securement	4 Hours	4 Hours
Behind the Wheel Training & Testing Note: will depend on the progress of the trainee and type of vehicle.	20 – 40 Hours	4 – 8 Hours
Route/Service Familiarization Note: Will depend on complexity of the service and navigation requirements.	8 - 32 Hours	8 – 32 Hours
Total Training Hours	69 – 113 Hours	32 – 60 Hours

Note – Many contracts require CPR/First Aid Certification. This course will be provided after completion of the above curriculum to drivers on services requiring it.

6.1 CLASSROOM EVALUATION

At a minimum, driver trainees shall be quizzed on each subject taught, and undergo a written examination upon completion of the course. Such testing shall cover critical areas of the subject and course content and reasonably assure that the driver trainee has received adequate instruction to be proficient in these areas. A driver trainee must receive a score of no less than 75 percent on his/her final examination and no less than 75 percent average for all quizzes administered to continue to BTW training. However, any driver trainee receiving a quiz score of less than 75 percent may at the option of the company be allowed to take additional instruction and continue training, rather than be removed. A driver trainee who performs poorly during this process may be removed from training at the discretion of the Classroom Instructor.

6.2 BEHIND-THE-WHEEL (BTW) INSTRUCTION

Driver Trainees who successfully complete classroom instruction may continue to BTW training. A driver trainee who does not yet hold a CDL must have in his/her possession a valid and current Interim Commercial License, applicable to the vehicle he/she is being trained in, as well as medical clearance (DL-51a – Medical Card) during all BTW training times. In addition, evidence of a negative pre-employment drug test result must be obtained prior to undertaking BTW Instruction.

BTW instruction shall be organized around the performance requirements of the DMV for certification of commercial drivers. For drivers with existing CDL licensing this will involve:

- ✓ evaluation of performance on each applicable maneuver from Empire's Driver Trainee Performance Appraisal Form with re-training for unsatisfactory or marginal performance on specific maneuvers; and,
- ✓ practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

For new drivers who are being trained to attain CDL requirements the training will involve:

- ✓ specific training on each applicable maneuver from the Empire Trainee Performance Evaluation Form, followed by a performance test on that maneuver and a final exam which tests all maneuvers in one overall examination of the driver's performance level; and,
- ✓ continual reinforcement, throughout the training, of the practical application of the principles taught in the National Safety Council defensive drivers course and the Empire Safety Awareness/Accident prevention program.

ROUTE/SERVICE FAMILIARIZATION training is a critical step in the overall process. Conduct of this training will vary depending on the service to which the potential driver

will be assigned but will in no instance be less than the eight hour minimum reflected in the table above, or any higher requirements specified in the client contract to which the driver will be assigned.

7.0 ONGOING TRAINING

Empire considers continued training to be crucial in maintaining safe operations. Accordingly, ongoing training is provided to ensure drivers and other staff members are continually aware of fundamental safety practices, as well as operational changes.

7.1 REFRESHER TRAINING

Empire will conduct an ongoing schedule of refresher training courses. Normally, these are held once a month, schedules permitting, for a minimum period of one (1) hour. To maintain their position at Empire all employees holding a commercial driver's license or driving a non-CDL vehicle on a client contract will be required to attend four annual refresher training sessions. Drivers operating services requiring VTT (Verification of Transit Training) certification will be required to attend eight annual refresher classes. Every staff member is required to participate in the location safety program meetings.

7.2 RETRAINING

An employee who is involved in a Preventable Accident, as defined herein, if allowed to continue employment with Empire shall undergo retraining prior to operating any service vehicle. The subjects(s) being re-taught shall be applicable to the nature of the accident, including related subjects. The STP Manager will determine the subject(s) to be taught and the timeframe required in order to ensure the driver is proficient in the area(s) where the failure occurred. Form G shall be used to document driver retraining.

A Preventable Accident is defined as follows: "Any accident that resulted when a driver failed to do everything reasonably possible to avoid it." In any accident, the STP Manager will investigate the circumstances and recommend a preventability determination for approval by a member of the Senior Management Team which is comprised of the President, Chief Operating Officer and Executive Vice President.

8.0 MAINTENANCE PERSONNEL

Maintenance personnel who will be required to operate vehicles on public roads shall be provided with driver training to include; Company Orientation and Policy; Defensive Driving; Hazardous Materials; Bloodborne Pathogens; Sexual Harassment; Body Mechanics; Emergency Procedures and; Drug and Alcohol. In addition these employees are required to have licensing as defined below.

8.1 MECHANICS

Any maintenance person who operates a vehicle, for parking or other purposes, on or off a public roadway, must have a license applicable to the vehicle he/she operates.

Said License shall include endorsement and respect all license restrictions, as prescribed by the Department of Motor Vehicles.

8.2 SERVICE WORKERS

Any service worker who operates a vehicle on a public roadway must have a license applicable to the vehicle he/she operates. A service worker who operates vehicles exclusively for the purpose of washing or parking, within a private facility only, must hold, at minimum, a valid and current Drivers License. Service workers shall be trained to safely operate any vehicle he/she may be required to move.

9.0 CUSTOMER SERVICE AND COMMUNICATIONS PERSONNEL

Empire Customer Service and Communications employees fall into two classifications; those whose responsibilities are safety-sensitive and those whose are not. Training for these employees is determined by classification.

9.1 SAFETY-SENSITIVE

Safety-sensitive employees include Dispatchers and Program Managers who are in a position to control or direct the movement of passenger transport vehicles. These employees are subject to DOT regulated Drug and Alcohol testing and, their positions require them to have a better understanding of operational safety requirements. In addition to standard customer service and phone etiquette training, safety-sensitive personnel shall be provided with driver training to include; Company Orientation and Policy; Hazardous Materials; Blood borne Pathogens; Empathy and People with Special Needs; Sexual Harassment; Body Mechanics; Emergency Procedures; Drug and Alcohol and; Radio Communications.

9.2 Non-Safety-Sensitive

Customer service representatives are not safety-sensitive, as they do not direct the movement of passenger transport vehicles. These employees shall be provided with customer service and phone etiquette training, in addition to policy orientation training, as applicable to the position.

10.0 SAFETY AND TRAINING RECORDS

Several forms will be used to document new and ongoing training of Empire employees. Training records required to meet CHP inspection requirements will be maintained at the project location. All other training records will be maintained in the employee personnel file. The STP Manager is responsible for the administration of the Safety and Training Program and holds ultimate responsibility for training record organization and accuracy. Therefore, the following original forms used in the process of training employees will be maintained by or forwarded to the STP Manager for review and distribution.

10.1 DRIVER TRAINEE PERFORMANCE EVALUATION (BTW Form)

This form is used to evaluate organize behind-the-wheel training instructions and provide a final evaluation of skills. This form is used for Drivers, as well as maintenance personnel whose positions include operating revenue service vehicles.

10.2 INDIVIDUAL TRAINING LOG

All Empire personnel shall have training applicable to their position documented on the Individual Training Log. The Log serves as the primary document to evidence any training received. The STP Manager will maintain this document.

11.0 SAFETY MANAGEMENT

11.1 RENEWAL DATABASE

The STP Manager will maintain a computer database that clearly identifies renewal dates, and other dates of significance (i.e., Driver Evaluations, etc.), for each Empire employee governed by this program. The database will be updated as required, and will be reviewed at least once per month for the purpose of planning for renewals. The STP Manager will communicate necessary renewals and other significant employee information with project managers each month.

11.2 SUPERVISION

Each Program Manager shall designate the employees responsible (which may include themselves) for ensuring safe vehicle operations, according to the program. Additional supervision may also be required as part of the local contract. The designated individuals will be responsible for completing ride checks in addition to handling project safety standards discussed in section 12 of this program.

11.3 RIDE CHECKS

Using Driver Evaluation form, each program shall perform an observed evaluation for each driver at least once a year. This evaluation allows for an objective critique of the drivers ability, as it relates to vehicle operations (i.e., the specifics of his/her job). The Driver Evaluation also may be used for unobserved ride checks, which should be carried out on a random basis to ensure safe vehicle operations in general.

12.0 SAFETY STANDARDS

The following standards have been established by Empire to ensure a common understanding of safe vehicle operation, and minimum criteria with regard to unsafe vehicle operations.

12.1 UNSAFE ACTS

Unsafe acts will be determined by the observing supervisor or lead driver and will be documented. The employee shall be issued a citation, advising them of the observed unsafe act. An employee who receives a citation may be subject to disciplinary action, up to and including termination.

12.2 PREVENTABLE COLLISIONS

The Program Manager, or other designated employee shall investigate each vehicle accident. Such investigation shall include documented factual statements, conclusions and opinions related to the cause of the collision. An employee involved in a Preventable Collision is subject to disciplinary action up to and including termination. See section 7.2 for the definition of a Preventable Accident.

12.3 WHEELCHAIR RELATED ACCIDENTS

At no time is a Wheelchair Accident, which is determined to have been preventable, permitted. An employee who is involved in a preventable wheelchair accident may be subject to immediate termination.

13.0 APPENDIX

- Driver Trainee Performance Evaluation
- Individual Training Log
- Driver Evaluation Form
- Unsafe Act Citation
- Re-Training Document



DRIVER TRAINEE PERFORMANCE EVALUATION

Driver Trainee Name: _____ Project: _____

Date BTW Started: _____ Service Type: _____

EVALUATION PROCEDURE

This segment consists of a behind-the-wheel evaluation of driving ability and defensive driving skills. The Driver Trainee starts each day with a maximum score available. Points are deducted each time the student obtains a score of less than 4. The maximum score available may fluctuate, as certain areas may not apply to the training session. For that reason the score is formulated on a percentage basis. Scoring instructions are located on page 4 of this booklet.

MAXIMUM SCORE AVAILABLE

The MSA is based on an allotted total of 4 points for each item scored. Count the amount of items scored and multiply by 4. This number represents your MSA.

RATINGS

1 = Violation 2 = Below Standard 3 = Satisfactory 4 = Good

Note: Violations ratings are only given in the event of a hazardous, unsafe or illegal maneuver. All violation ratings require explanation.

	Date	Instructor	Coach #	Wheel Time	Time		Score	Student Initial
					Daily	Accrual		
1				/			%	
2				/			%	
3				/			%	
4				/			%	
5				/			%	
6				/			%	
7				/			%	
8				/			%	
9				/			%	
10				/			%	

**DRIVER TRAINEES MUST ACHIEVE AN AVERAGE SCORE OF NO LESS THAN
75% BEFORE BEING RELEASED FROM TRAINING.**

%

SUBJECT

DAY

Pre Trip Inspection 1 2 3 4 5 6 7 8 9 10

DVIR Completion										
Pre-Exterior										
Exterior										
Tires/Rims/Lugs										
Passenger Compart.										
Emergency Exits										
Fire Extinguisher										
Operator Compart.										
Recycle W/C/ lift										

Brakes

Air Brake Test										
Hydraulic Brake Test										
Hydraulic W/Booster										
Vacuum /Hydraulic										
ABS Operation										

Transmissions

Understanding										
Operation										

Obstacle Course

Forward Stop		
Gradual Crossover		
Serpentine		
Measured Right turn		

Steering

Hand Position										
Smooth Motion										
Other										

Backing

Speed Control										
Uses Horn										
Uses Mirrors										
Straight line method										
Weaving method										
Back up Stall										
Parallel parking										

Acceleration, Braking & Stopping Distance

Engage P/Brake										
Accelerates smooth										
Maintains speed										
Initial brake depress.										
Stopping distance										
Vehicle in front										
Behind limit line										
Complete Stop										

Lane use,

DAY

Passing, etc. 1 2 3 4 5 6 7 8 9 10

Position Centered										
Position 6" from curb										
Position 4' from curb										
Checks mirrors										
Signals in advance										
Signals properly when passing										
Right lane usage										
Merges smoothly										

Turns

Choice of lane										
Checks mirror										
Signals in advance										
Proper set up										
Check blind spot										
Square Turn										
Uses hand over hand										
Uses hand to hand										
5mph or less when making right turn										
Monitors tail swing										
Accelerates out of										
Returns hands to 9&3 or 10&2										

Intersections

Surveys before entering										
Speed entering										
Covers brakes										
Keeps head & eyes moving										
Ensures intersection is clear										
Obeys sign/signals										
Yields for pedestrians										
Yield Right of Way										

Freeway Driving

Observes Signs and Signals										
Checks Mirrors										
Signals properly										
Scans for gap in Traffic										
Speed limit adher.										
On/off Ramp										
Merges smoothly										

Rural Driving

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

Mountain Driving

Observes Signs and Signals																				
Checks Mirrors																				
Signals properly																				
Speed limit adher.																				

Curves & Hills

Signals properly																				
Checks Traffic																				
Push-pull method																				
Merges smoothly																				
Approaches curve at proper speed																				
Positions vehicle for curve																				
Maintains position in curve																				
Selects proper lane before hill																				
Uses correct gear																				
Slows when approaching crest																				
Proper braking proc. down hills																				

Night Driving

Uses High beams Properly																				
Increases following distance																				
Light blinded: Looks to edge of Road																				

Railroad Crossing

Mirror Usage																				
Signal Usage																				
Position after stop																				
Uses four ways																				
Looks & Listens																				
Merges into Traffic smoothly																				

Hostile Weather

Uses Headlights																				
Uses Wipers																				
Increase following Distance																				
Looks for Hazards																				

Narrow Streets / Traffic Circles

Continually checks side clearance																				
Under 15mph on narrow streets																				
Checks for Traffic over Shoulder																				
Merges only when safe to do so																				
Positions vehicle in exit lane early																				
Looks for lost or confused Drivers																				

Bike Racks

Knows proper method of use																				
Able to clearly explain rules & proc.																				

Wheelchair lift operation & securement

Vehicle position for boarding/deboarding																				
Operation of lift																				
Communicates to passenger																				
Conventional Sec.																				
4 point tie down																				

Service Stops / Bus Zones

Correct approach																				
Signal Use																				
Stop 3' before sign																				
6"-12" parallel																				
Engages 4-ways																				
Uses caution with Passengers in zone																				
Monitors tail swing when pulling away																				
Uses door properly																				
Warns Passenger of Hazards																				

Date	Instructor Explanation of Violation rating / Comments	Initial
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Scoring Instructions: Input all of the various ratings in their appropriate boxes for the Day/Session in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Transfer percentage to front page for review.

Day/Session #1

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #2

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #3

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #4

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #5

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #6

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #7

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #8

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #9

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

Day/Session #10

	Score	Calculation
Total of Below Standard ratings		x 2 =
Total of Satisfactory ratings		x 3 =
Total of Good ratings		x 4 =
Subtotal Score	=	
Total Violation ratings		x-1 = -
Total	=	
Maximum Score Available	<input type="text"/>	= <input type="text"/> %

ROUTE TRAINING

DATE	ROUTE	RUN/SHIFT#	*CHECK IF IN SERVICE	TRAINER
------	-------	------------	-------------------------	---------

1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

* Driver Trainee must be signed-off, licensed with applicable endorsements before driving any vehicles in revenue service!

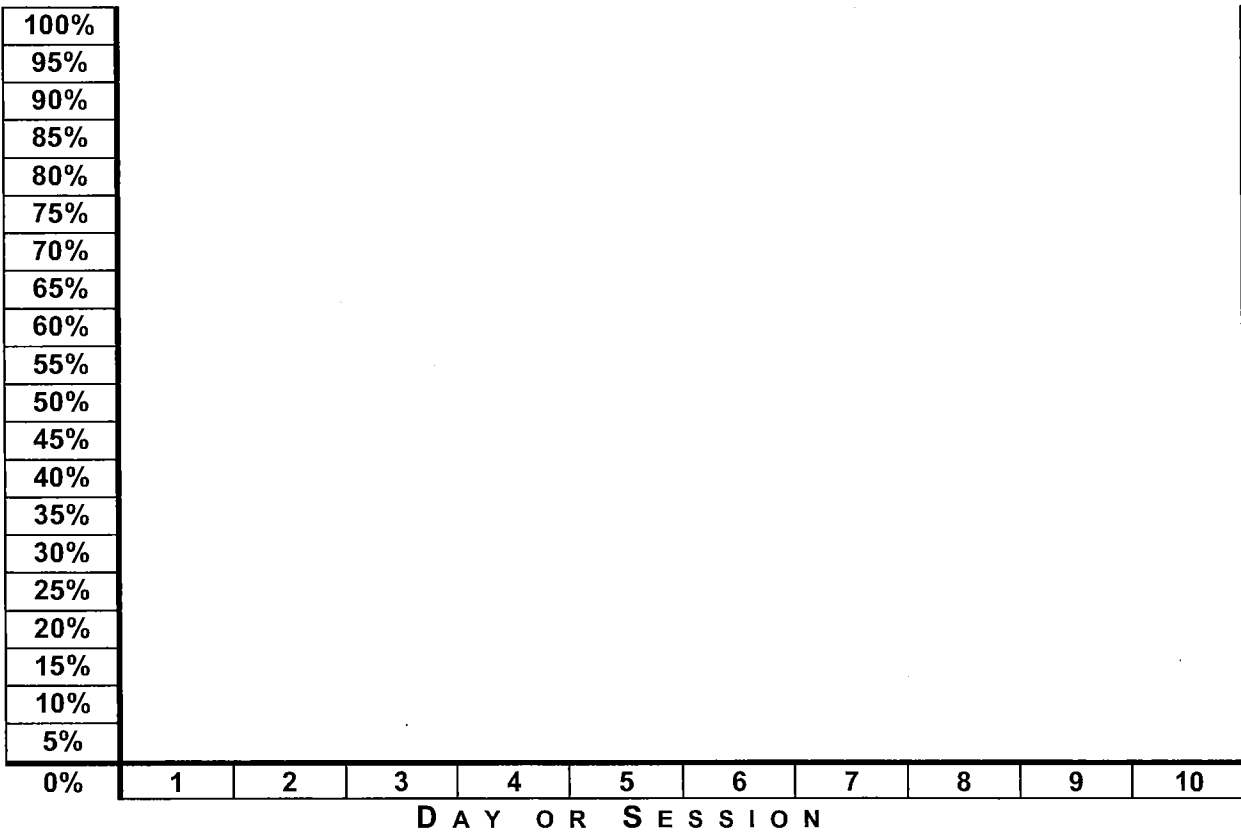
Note: In revenue service is defined as a vehicle in operation with passengers for fare.

COMMENTS

Route knowledge

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

DRIVER TRAINEE PROGRESS CHART



This chart is used to measure improvement on a progressive level for each Driver Trainee. Using a red ink pen, draw a straight line from preceding percentage scored to current percentage scored. The numbers below the chart represent the current session or day of training in question. If on first day or session, start line at the percentage reached that day on column #1.



BUS DRIVER EVALUATION

TYPE OF REVIEW: Observed _____ Unobserved _____

Driver Name: _____ Date: (PT) _____ (RC) _____

Start Time: (PT) _____ (RC) _____ Finish Time: (PT) _____ (RC) _____

Vehicle Number: (PT) _____ (RC) _____ Driver's License Number: _____

Driver's License Expiration: _____ DL 51(a) Expiration Date: _____

Supervisor's Signature: _____ Examiner's Signature: _____

<p>Input one of the following scores in each applicable Box. After, refer to reverse side for scoring instructions. Operator must achieve a score of not less than 75 %.</p> <p>4 = Good 3 = Satisfactory 2 = Below Standard -1 = Violation / Retraining Required</p> <p>Exceptions: A score of less than 3 in E, G, or N is cause for immediate failure of the review.</p>	<p>ANY CHECKS BELOW WILL RESULT IN IMMEDIATE FAILURE OF REVIEW:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Did not follow backing procedure.</td> <td style="width: 50px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Failure to have valid Driver's license, DL 51(a) and required cert.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Improper Body Mechanics when securing mobility device.</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>SCORE ACHIEVED: Check one of the following after completing reverse side</p> <p>GOOD = scored between 90% and 100% SATISFACTORY = scored between 75% and 90% BELOW STANDARD = scored below 75% - Operator requires retraining. VIOLATION = score does not apply and operator requires retraining.</p>	Did not follow backing procedure.	<input type="checkbox"/>	Failure to have valid Driver's license, DL 51(a) and required cert.	<input type="checkbox"/>	Improper Body Mechanics when securing mobility device.	<input type="checkbox"/>
Did not follow backing procedure.	<input type="checkbox"/>						
Failure to have valid Driver's license, DL 51(a) and required cert.	<input type="checkbox"/>						
Improper Body Mechanics when securing mobility device.	<input type="checkbox"/>						

PRE-TRIP INSPECTION	Score:	%	RIDE CHECK	Score:	%	WHEELCHAIR CHECK	Score:	%
A. Exterior Lights		<input type="checkbox"/>	1. Uses seat belt at all times		<input type="checkbox"/>	I. Stops proper distance from curb		<input type="checkbox"/>
B. Fluid Levels		<input type="checkbox"/>	2. Releases emergency parking brake		<input type="checkbox"/>	II. Engages emergency brake, lift switch		<input type="checkbox"/>
C. Belts and Hoses		<input type="checkbox"/>	3. Two hand grip on steering wheel		<input type="checkbox"/>	III. Proper use of lift cover		<input type="checkbox"/>
D. Fluid Leaks		<input type="checkbox"/>	4. Checks mirrors every 5-8 seconds		<input type="checkbox"/>	IV. Proper use of lap restraint		<input type="checkbox"/>
E. Tires/Wheels/Lugs/Rims		<input type="checkbox"/>	5. Accelerates smoothly		<input type="checkbox"/>	V. Applies brakes of wheelchair while on lift and turns off power on electric powered devices		<input type="checkbox"/>
F. Springs/Shocks (if applicable)		<input type="checkbox"/>	6. Consistently aware of changing road conditions		<input type="checkbox"/>	VI. Applies brakes of wheelchair while on bus and turns off power on electric powered devices		<input type="checkbox"/>
G. Brakes/Drums/Linings		<input type="checkbox"/>	7. Adequate self-confidence in driving		<input type="checkbox"/>	VII. Proper tie-down, including kneeling to install tie-downs (failure to properly secure is a violation)		<input type="checkbox"/>
H. Doors and Mirrors		<input type="checkbox"/>	8. Follows proper radio procedure.		<input type="checkbox"/>	VIII. Folds/unfolds lift properly (including proper standing position)		<input type="checkbox"/>
I. Emergency Reflectors		<input type="checkbox"/>	9. Drives right of roadway whenever possible		<input type="checkbox"/>	IX. Raises/lowers lift properly		<input type="checkbox"/>
J. Fuel Tanks		<input type="checkbox"/>	10. Follows proper railroad crossing procedures		<input type="checkbox"/>	X. Demonstration of manual lift use		<input type="checkbox"/>
K. Air/Electrical Lines, Connectors		<input type="checkbox"/>	11. Makes proper turns		<input type="checkbox"/>	XI. Proper call-in to dispatch: "4-point tie-down and lap restraint secured".		<input type="checkbox"/>
L. Horn		<input type="checkbox"/>	12. Makes turns at 5mph or less		<input type="checkbox"/>			
M. First Aid Kit		<input type="checkbox"/>	13. Maintains proper speed and following distance		<input type="checkbox"/>			
N. Brake Systems (checks)		<input type="checkbox"/>	14. Approaches traffic signals ready to stop		<input type="checkbox"/>			
O. Gauges		<input type="checkbox"/>	15. Uses turn signals and flashers correctly		<input type="checkbox"/>			
P. Heater/Defroster/AC.		<input type="checkbox"/>	16. Comes to full stop		<input type="checkbox"/>			
Q. Windows/Windshield/Wipers		<input type="checkbox"/>	17. Correct position after stopping		<input type="checkbox"/>			
R. Panel Lights		<input type="checkbox"/>	18. Checks traffic before moving after stopping		<input type="checkbox"/>			
ADDITIONAL ITEMS FOR BUSES			19. Uses flashers when boarding/deboarding		<input type="checkbox"/>			
A. Fire extinguisher (if required)		<input type="checkbox"/>	20. Correct position in bus zones (parallel)		<input type="checkbox"/>			
B. Passenger entry doors		<input type="checkbox"/>	21. Stops vehicle proper distance from curb		<input type="checkbox"/>			
C. Emergency Exits		<input type="checkbox"/>	22. Brakes are engaged while loading or unloading		<input type="checkbox"/>			
D. Seats/Stanchions/W.C. Lift		<input type="checkbox"/>	23. Checks passengers before moving vehicle		<input type="checkbox"/>			
E. General interior		<input type="checkbox"/>	24. Opens door after coming to a complete stop		<input type="checkbox"/>			
F. Wheelchair lift cycle		<input type="checkbox"/>	25. Signals traffic in advance when pulling out		<input type="checkbox"/>			
G. W/C Securement devices/restraints		<input type="checkbox"/>	26. Stops the vehicle smoothly		<input type="checkbox"/>			
H. Interlock devices		<input type="checkbox"/>	27. Announces major intersection and transfer points		<input type="checkbox"/>			
			28. Greets passengers correctly during boarding		<input type="checkbox"/>			
			29. Collects proper fare/counts passengers correctly		<input type="checkbox"/>			

Examiner's Remarks: _____

Driver's Comments: _____

Driver's Signature: _____

Distribution: Orig. - Location File; xc: - Employee

Route/Timetable adherence

Location	arrival time	departure	scheduled

SCORING INSTRUCTIONS:

Input all of the various ratings in their appropriate boxes for each category in question. Add all totals from "score" column, multiply total by four (4) and input into box labeled "Maximum Score Available". Add all scores from "calculation" column and input into box labeled "Subtotal". Input violation ratings subtracted from Subtotal into box labeled "Total". Divide Total Score by Maximum Score Available and input percentage into bold box. Complete area below by adding "MSA's" and "Totals from all applicable categories. Divide "Totals" by "MSA" and input percentage into highlighted box.

PRE-TRIP INSPECTION

	Score		Calculation
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

RIDE CHECK

	Score		Calculation
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

WHEELCHAIR CHECK

	Score		Calculation
Total of Below standard ratings		X 2 =	
Total of Satisfactory ratings		X 3 =	
Total of Good ratings		X 4 =	
Subtotal Score		=	
Total Violation ratings		X -1 =	-
Total		=	
Maximum Score Available		=	

Total Score Achieved
Maximum Score Available
Percentage Achieved

(Refer to "Score Achieved" located on front page for further instructions.)



Unsafe Act Citation

Employee Name: _____ Date: _____

The company has the right to terminate your employment immediately if you have been involved in an unsafe act. In this case we have determined that your actions would not result in immediate termination and instead you are being issued this citation as a warning that you are in violation of the Empire Safety and Training Program policy, as described in Section 12.1 – Unsafe Acts.

This is your _____ warning of violation.

State the date and nature of prior warnings, if applicable.

1. _____
2. _____

As a reminder, further violations may warrant disciplinary action, up to and including termination.

Description of Unsafe Act: _____

Observing Supervisor: _____

Supervisor Signature: _____ Date: _____

You are urged to act upon this information by correcting any/all behavior related to the nature of this citation.

Employee Comments: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File Copy to Location Training File and Employee



Retraining Document

Complete this section and provide copy to employee

Employee Name: _____ Date: _____

You are scheduled to receive additional training on _____ as a result of:

Preventable Accident Failed Evaluation Unsafe Act

You are required to report to (circle one) your project instructor / Central Training at _____ (time) on the above date. Failure to attend may result in further disciplinary action, up to and including termination.

Complete this section during and following completion of employee re-training

Subject(s) covered: _____

Time spent in Class: _____ Time spent Behind-the-wheel: _____

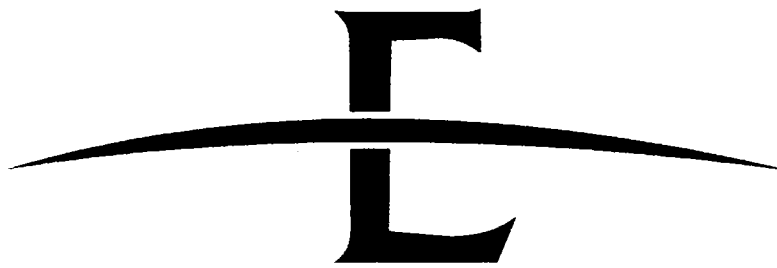
Instructor Comments: _____

Instructor Signature: _____ Date: _____

Employee Signature: _____ Date: _____

Distribution: Original to Employee Personnel File
 Copy to Location Training File and Employee

**System Security and Emergency
Preparedness Plan
(SSEPP)**



EMPIRE
TRANSPORTATION, INC.

Glossary of Terms

- Emergency:** A situation which is life threatening to passengers, employees, or other interested citizens or which causes damage to any transit vehicle or facility or results in the significant theft of services and reduces the ability of the system to fulfill its mission.
- Fatality:** A transit-caused death that occurs within 30 days of the transit incident.
- Injury:** Any physical damage or harm to a person that requires immediate medical attention and hospitalization.
- Safety:** Freedom from danger.
- Security:** Freedom from intentional danger
- Security breach:** An unforeseen event or occurrence that endangers life or property and may result in the loss of services or system equipment.
- Security incident:** An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but may result in minor loss of revenue.
- Security threat:** Any source that may result in a security breach, such as vandal or disgruntled employee; or an activity, such as an assault, intrusion, fire, etc.
- System:** A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training) which are integrated to perform a specific operational function in a specific environment.
- System security:** The application of operating, technical, and management techniques and principles to the security aspects of a system throughout its life to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.
- System security management:** An element of management that defines the system security requirements and ensures the planning, implementation, and accomplishments of system security tasks and activities.

System security program:

The combined tasks and activities of system security management and system security analysis that enhance operational effectiveness by satisfying the security requirements in a timely and cost-effective manner through all phases of a system life cycle.

Threat:

Any real or potential condition that can cause injury or death to passengers or employees or damage to or loss of transit equipment, property, and/or facilities.

Threat analysis:

A systematic analysis of a system operation performed to identify threats and make recommendations for their elimination or mitigation during all revenue and non-revenue operation.

Threat probability:

The probability a threat will occur during the plan's life. Threat probability may be expressed in quantitative or qualitative terms. An example of a threat-probability ranking system is as follows: (a) frequent, (b) probable, (c) occasional, (d) remote, (e) improbable, and (f) impossible.

Threat resolution:

The analysis and subsequent action taken to reduce the risks associated with an identified threat to the lowest practical level.

Threat severity:

A qualitative measure of the worst possible consequences of a specific threat:

- **Category 1 - Catastrophic.** May cause death or loss of a significant component of the transit system, or significant financial loss.
- **Category 2 - Critical.** May cause severe injury, severe illness, major transit system damage, or major financial loss.
- **Category 3 - Marginal.** May cause minor injury or transit system damage, or financial loss.
- **Category 4 - Negligible.** Will not result in injury, system damage, or financial loss.

Unsafe condition or act:

Any condition or act that endangers life or property.

Vulnerability:

Characteristics of passengers, employees, vehicles, and/or facilities that increase the probability of a security breach.

Background

The terrible tragedy of September 11, combined with nation's continuing war on terrorism, has created a heightened threat environment for public transportation. In this new environment, the vulnerabilities of public agencies and the communities they serve to acts of terrorism and extreme violence have greatly increased. Threat assessments issued by the Federal Bureau of Investigation (FBI) have consistently placed public transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid.

To establish the importance of security and emergency preparedness in all aspects of our organization, Empire Transportation, Inc. has developed this System Security and Emergency Preparedness (SSEP) Program Plan. This SSEP Program Plan outlines the process to be used by our company to assist our transit clients in making informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, we hope to achieve not only an effective physical security program, but also to enhance our coordination with our transit agency clients and local and regional law enforcement agencies. Improved communication will increase their awareness of our resources and capabilities, and improve our readiness to support their efforts to manage community-wide emergencies.

In order to be effective, the activities documented in this SSEP Program Plan focus on establishing responsibilities for security and emergency preparedness, identifying our methodology for documenting and analyzing potential security and emergency preparedness issues, and developing the management system through which we can track monitor our progress in resolving these issues.

→ Goals

The SSEP Program provides our company with a security and emergency preparedness capability that will:

- ⇒ Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of personnel; the procurement and maintenance of equipment; the development policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies
- ⇒ Promote analysis tools and methodologies to encourage safe system operation through the identification, evaluation and resolution of threats and vulnerabilities, and the on-going assessment of our capabilities and readiness

- ⇒ Create a culture that supports employee safety and security and safe system operation (during normal and emergency conditions) through motivated compliance with rules and procedures and the appropriate use and operation of equipment

→ Objectives

In this new environment, every threat cannot be identified and resolved, but we can take steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, our SSEP Program has five objectives:

- ⇒ Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized companies around the nation.
- ⇒ Increase and strengthen community involvement and participation in the safety and security of our system.
- ⇒ Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities.
- ⇒ Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues.

Philosophy

Empire Transportation, Inc. hopes to ensure that, if confronted with a security event or major emergency, our personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms to be used by all personnel to identify security threats and vulnerabilities associated with our operations, and to develop controls to eliminate or minimize them. The SSEP Program also requires process for:

- ⇒ Coordinating with local law enforcement and other public safety agencies to manage response to an incident that occurs on a transit vehicle or affects transit operations, and
- ⇒ Identifying a process for integrating our resources and capabilities into the community response effort to support management of a major event affecting the community.

Empire management expects all employees, especially those working directly with passengers, to support the SSEP Program.

Division of Responsibilities

All Personnel

All Empire employees must understand and adopt their specific roles and responsibilities, as identified in the SSEP Program, thereby increasing their own personal safety and the safety of their passengers, during normal operations and in emergency conditions.

To ensure the success of the SSEP Program, all personnel must participate by:

- ⇒ Immediately reporting all suspicious activity, no matter how insignificant it may seem, to their immediate manager or dispatcher;
- ⇒ Immediately reporting all security incidents
- ⇒ Using proper judgment when managing disruptive passengers and potentially volatile situations
- ⇒ Participation in all security and emergency preparedness training, including drills and exercises
- ⇒ Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity
- ⇒ Accurately completing all appropriate reports.

Chief Operating Officer

After insuring coordination with our clients, the Chief Operating Officer (COO) has the overall authority to develop and execute the company's SSEP Program. Ultimate accountability for implementation of the SSEP Program rests with the COO. In addition, the COO is responsible for the following specific activities:

- ⇒ Ensuring that sufficient resources and attention are devoted to the SSEP Program, including:
 - Development of standard operating procedures related to employee security duties;
 - Development and enforcement of safety and security regulations;
 - Development emergency operating procedures to maximize transit system response effectiveness and minimizing system interruptions during emergencies and security incidents;
 - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies.
- ⇒ Development of an effective notification and reporting system for security incidents and emergencies.
- ⇒ Designating a Point of Contact (POC) to manage the SSEP Program for each client agency.
- ⇒ Communicating security and emergency preparedness as top priorities to all employees.

- ⇒ Developing relations with outside organizations that contribute to the SEPP Program, including local public safety and emergency planning agencies.

SSEP Program Points of Contact (POC)

To ensure coordinated development and implementation of the SSEP Program, the COO has designated each Program Manager as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SSEP Program. Each POC, who reports directly to the COO for SSEP purposes, has been granted the authority to utilize resources to develop the SSEP Program and Plan, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The POC has the responsibility for overseeing the SEPP Program on a daily basis. The POC will be the direct liaison with their operators and dispatchers, regarding the Program. The POC will also serve as the Empire's primary contact with their client agencies and associated public safety authorities. To the extent that liaison is necessary with state and federal agencies, the COO will serve as the lead liaison for the company.

In managing this Program, the POC will:

- ⇒ Be responsible for successfully administering the SSEP Program and establishing, monitoring, and reporting on the system's security and emergency preparedness objectives.
- ⇒ Review current project safety, security and emergency policies, procedures, and plans, and identifying needed improvements.
- ⇒ Develop and implement plans for addressing identified improvements.
- ⇒ Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees.
- ⇒ Develop, publish, and enforce reasonable procedures pertinent to agency activities for security and emergency preparedness.
- ⇒ Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness.
- ⇒ Ensure performance of at least one emergency exercise annually.

Supervisors

Supervisors are responsible for communicating the company's security policies to all employees. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those policies to operations personnel in a manner that encourages them to incorporate SSEP practices into their everyday work. The specific responsibilities of supervisors include the following.

- ⇒ Having full knowledge of all standard and emergency operating procedures.
- ⇒ Ensuring that drivers make security and emergency preparedness a primary concern when on the job.
- ⇒ Cooperating fully with the SSEP Program regarding any accident investigations as well as listening and acting upon any security concerns raised by the drivers.
- ⇒ Immediately reporting security concerns to the POC.

In addition, when supporting response to an incident, supervisors are expected to:

- ⇒ Provide leadership and direction to employees during security incidents;
- ⇒ Handle minor non-threatening rule violations;
- ⇒ Defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Make decisions regarding the continuance of operations;
- ⇒ Respond to fare disputes and service complaints;
- ⇒ Respond to security related calls with police officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance;
- ⇒ Complete necessary security related reports;
- ⇒ Take photographs of damage and injuries; and
- ⇒ Coordinate with all outside agencies at incident scenes.

Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- ⇒ Take charge of a security incident scene until the arrival of supervisory or emergency personnel;
- ⇒ Collect fares in accordance with company policy (if applicable);
- ⇒ Attempt to handle minor non-threatening rule violations;
- ⇒ Respond verbally to complaints;
- ⇒ Attempt to defuse minor arguments;
- ⇒ Determine when to call for assistance;
- ⇒ Maintain control of the vehicle;
- ⇒ Report all security incidents to company dispatch;
- ⇒ Complete all necessary security related reports; and

- ⇒ Support community emergency response activities as directed by company policies and procedures.

Other Personnel

Other personnel supporting our operations also have responsibilities for the SSEP Program.

Dispatchers are expected to:

- ⇒ Receive calls for assistance
- ⇒ Dispatch supervisors and emergency response personnel
- ⇒ Coordinate with law enforcement and emergency medical service communications centers
- ⇒ Notify supervisory and management staff of serious incidents
- ⇒ Establish on-scene communication
- ⇒ Complete any required security related reports
- ⇒ Provide direction to on-scene personnel

Mechanics are expected to:

- ⇒ Report vandalism
- ⇒ Report threats and vulnerabilities of vehicle storage facilities
- ⇒ Provide priority response to safety and security critical items such as lighting
- ⇒ Maintain facility alarm systems

Threat and Vulnerability Identification

The primary method used by our operations to identify the threats to our transit systems and the vulnerabilities of the system is the collection of incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors.

Information resources include the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
 - Crimes against persons
 - Crimes against property
 - General incidents
- Disposition of incidents (same as disposition of call for service)

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency - To ensure that employees know how and when to use security equipment
- System effectiveness - To evaluate security by employing security system exercises.

Evaluation

The SSEPP is a “living document” and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate Empire personnel to constantly evaluate the effectiveness of the SSEPP as well as implementation. The SSEPP POC’s will work with their respective clients to ensure that the SSEPP is evaluated for effectiveness on at least an annual basis. The tools and checklists that follow will provide the basis for conduct of these regular evaluations.

Points of Emphasis

1. **Awareness** - Train all security and maintenance personnel to spot suspicious-looking or unfamiliar people or objects.
2. **Communication** - Teach employees and/or tenants the importance of awareness; encourage them to identify and report anything that appears out-of-the-ordinary.
3. **Screening** - Develop and implement systems for identifying and controlling visitor access to the building.
4. **Inspection** - Establish strict procedures for the control and inspection of packages and materials delivered to the building, particularly those intended for critical areas.
5. **Procedures** - Instruct all personnel, particularly telephone switchboard or reception personnel or Call Center personnel, on what to do if a bomb threat is received.
6. **Surveillance** - Instruct security and maintenance personnel to routinely check unattended public or open areas, such as rest rooms, stairways, parking garages and elevators.
7. **Lighting** - Make sure that all of the facility's access points are well-lit.
8. **Systems Awareness** - Unexpected interruptions in the building's fire or security systems may not be coincidental; train personnel to identify and address them immediately.
9. **Local Authorities** - Contact local government agencies to determine their procedures for dealing with bomb threats, search, removal and disposal.
10. **Contingency** - Assure adequate protection and off-site backup for classified documents, proprietary information, critical records and activities essential to the operation of your business.

System Security Considerations

- ☑ Security Plan established, which addresses all operations modes and contracted services
- ☑ System security responsibilities and duties established
- ☑ Personal safety awareness/education programs for passengers and employees and community outreach
- ☑ Security equipment regularly inspected, maintained and functionally tested; including personal equipment issued to security personnel
- ☑ Contingency SOPs developed; drills and table-top exercises conducted for extraordinary circumstances, including – terrorism (including chemical/ biological agents/ weapons of mass destruction); Riot / Domestic unrest; Catastrophic natural events; and System-wide communications failure
- ☑ Planning, coordination, training and mutual aid agreements with external agencies (state, local police, MTA, etc.)
- ☑ Security SOPs reviewed on a regular basis and updates made as needed to Security Plan
- ☑ Security equipment installed, inspected, and maintained to monitor trespass activities
- ☑ Data collection established for all security issues / incidents; analysis performed and recommendations made; document control established, including follow-up
- ☑ Security risk/vulnerability assessments conducted, documented and reviewed
- ☑ Contingency plans for loss of electrical power and radio or phone communications
- ☑ Standard Operating Procedures for critical incident command, control, and service continuation/ restoration
- ☑ Security training provided to all staff levels (from front-line "eyes and ears" concept to professional level security training)
- ☑ Background checks on employees and contractors (where applicable)
- ☑ Regular assessments of employee security proficiencies conducted
- ☑ Employees issued quick reference guidelines for security situations
- ☑ Emergency contacts list developed / current / and responsibilities for call-outs identified
- ☑ Visitor, deliveries and contractor facility access procedures developed / visible identification required
- ☑ Security checklists developed and regularly used for verifying status of physical infrastructure and security procedures
- ☑ Agency employees identifiable by visible identification and/or uniform
- ☑ Policy and procedures in place for facilities key control.

SUMMARY

As a transit service contractor, we have a supporting role in the development of an effective SSEPP. The primary responsibility is with our government agency clients. As a result our success will be mixed; some of our clients will ignore the threats which will make our efforts more difficult and less successful. Some of our clients will try to develop plans without our involvement which will make their success less likely. Some of our clients will embrace this effort and welcome your participation which will make the effort the most effective. Our job is to make the effort in every case.

Appendix A Vehicle Safety Program Implications

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
1	MANAGEMENT COMMITMENT	<ul style="list-style-type: none"> ➤ Safety Policy Statement 	<ul style="list-style-type: none"> ✓ MEMORANDUM AUTHORIZING SYSTEM SECURITY AND EMERGENCY PREPAREDNESS (SSEP) PROGRAM
2	COMPLIANCE RESPONSIBILITIES	<ul style="list-style-type: none"> ➤ Chief Operating Officer ➤ Drivers, mechanics and others operating agency vehicles (and volunteers) ➤ Vehicle Accident Prevention (VAP) Committee ➤ Safety incentive program(s) 	<ul style="list-style-type: none"> ✓ EXPANDED TO ADDRESS SSEP PROGRAM ✓ CREATION OF SSEP PROGRAM POINT OF CONTACT (POC)
3	DRIVERS - INITIAL HIRE	<ul style="list-style-type: none"> ➤ Qualifications ➤ Initial Training 	<ul style="list-style-type: none"> ✓ COMMITMENT TO ADDRESS SSEP ISSUES IN HIRING
	QUALIFICATIONS	<ul style="list-style-type: none"> ➤ Application ➤ Interviews ➤ Physical Requirements ➤ Age ➤ Knowledge of English ➤ Driver Licensing ➤ Operating Skills ➤ Criminal Record Checks ➤ Ability to perform simple math ➤ Reasonable knowledge of the service area and ability to read basic maps ➤ A road test given by a designated Agency Supervisor is required ➤ A written driving skills test is required 	<ul style="list-style-type: none"> ✓ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY, SECURITY AND EMERGENCY PROCEDURES

VEHICLE SAFETY PROGRAM PLAN		COVERED POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SSEP PROGRAM
SECTION	TITLE		
	DRIVER INITIAL TRAINING	<ul style="list-style-type: none"> ➤ Agency Policies and Procedures ➤ Federal and State Guidelines and Regulations ➤ Pre and Post Trip Inspections ➤ Vehicle Familiarization ➤ Basic Operations and Maneuvering ➤ Special Driving Conditions ➤ Backing ➤ Bad Weather ➤ Boarding and Alighting Passengers ➤ Defensive Driving Course (DDC) ➤ Passenger Assistance Training – DRIVE Training ➤ On Road 	<ul style="list-style-type: none"> ✓ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, AND PRE AND POST TRIP INSPECTIONS
4	DRIVERS – ONGOING SUPERVISION AND TRAINING	<ul style="list-style-type: none"> ➤ Training - refresher/retraining ➤ Evaluation and supervision ➤ Motor vehicle record checks ➤ Annual physical examination ➤ Safety meetings ➤ Seat-belt usage ➤ Discipline/recognition ➤ Preventable accidents/injuries 	<ul style="list-style-type: none"> ➤ ADDITIONAL REFERESHER TRAINING AND "PROFICIENCY TESTS" FOR KNOWLEDGE OF EMERGENCY PROCEDURES ✓ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION

5	<p style="text-align: center;">EMERGENCY DRIVING PROCEDURES</p>	<ul style="list-style-type: none"> ➤ Emergency driving procedures ➤ Accident causes <ul style="list-style-type: none"> ○ Slippery road surfaces ○ Driving at night ○ Driving through water ○ Winter driving ○ Driving in very hot weather ➤ Vehicle breakdowns and unavoidable stops ➤ Vehicle fire/evacuation ➤ Hold up/robbery ➤ Natural disasters <ul style="list-style-type: none"> ○ Tornado ○ Flood procedures - vehicle 	<ul style="list-style-type: none"> ✓ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY RESPONSE TO A MAJOR EVENT OR EMERGENCY ➤ EMERGENCY TRAINING AND EXERCISING
6	<p style="text-align: center;">PASSENGER SAFETY</p>	<ul style="list-style-type: none"> ➤ General guidelines ➤ Seat-belts ➤ Child safety seats ➤ Mobility device securement and passenger restraint systems ➤ Difficult passengers ➤ Medical condition ➤ First aid ➤ Bloodborne pathogens/infection control 	<ul style="list-style-type: none"> ✓ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT PASSENGERS ✓ CLARIFICATIONS REGARDING FIRST AID AND BLOODBORNE PATHOGENS/INFECTION CONTROL

<p>7</p>	<p>VEHICLES & EQUIPMENT</p>	<ul style="list-style-type: none"> ➤ Vehicles & equipment ➤ Preventive maintenance ➤ Program development ➤ Preventive maintenance needs ➤ Preventive maintenance program ➤ Format for preventive maintenance program for transit vehicles ➤ Master vehicle service and repair record – maintenance history ➤ Preventive maintenance intervals <ul style="list-style-type: none"> ○ A Level Inspection ○ B Level Inspection ○ C Level Inspection ➤ Pre & post trip inspections ➤ Emergency equipment on vehicles and usage ➤ Use of emergency equipment on vehicles ➤ Vehicle procurement <ul style="list-style-type: none"> ○ Exterior ○ Visibility ○ Interior ➤ Vehicle security ➤ Vehicle safety in and around the shop or yard 	<ul style="list-style-type: none"> ✓ EXPANSION OF VEHICLE SECURITY PROCEDURES ✓ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING ➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS SECURITY TECHNOLOGY
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8	ACCIDENT MANAGEMENT	<ul style="list-style-type: none"> ➤ Accident documentation packet ➤ Accident notification procedures – driver responsibility ➤ Accident investigation – management responsibility ➤ Accident investigation kit ➤ Reconstruction & analysis ➤ Drug and alcohol tests ➤ Media relations and crises communication after an accident 	<ul style="list-style-type: none"> ✓ ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY ➤ ADDITIONAL TOOLS FOR MEDIA RELATIONS
9	INSURANCE CLAIMS AND LITIGATION MANAGEMENT	<ul style="list-style-type: none"> ➤ Dealing with adjusters ➤ Dealing with attorneys – ours/theirs 	<ul style="list-style-type: none"> ➤ ADDITIONAL CONSIDERATIONS FOR COVERAGE
10	DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	<ul style="list-style-type: none"> ➤ Record keeping ➤ Keeping informed <ul style="list-style-type: none"> ○ Websites ○ Publications 	<ul style="list-style-type: none"> ➤ ADDITIONAL REPORTS FOR SECURITY-RELATED INCIDENTS

Appendix B Bomb Threat Procedures

Bomb Threat Procedures

In recent years the use and threatened use of explosives in our society has increased at an alarming rate. Organizations must prepare a plan of action to respond effectively. This brief provides guidelines that will assist transit agencies in developing a procedure specific to their particular environment.

Steps to Be Considered

When faced with a bomb threat, the primary concern must always be the safety of passengers, employees, and emergency responders. Use of other disaster or emergency procedures do not address all the issues raised by a bomb threat.

For example, in the instance of a fire, effort is directed at evacuating the occupants in a quick and orderly manner. In the case of a bomb threat, if evacuation is initiated, the exit routes and assembly areas should be searched prior to vacating the premises. The potential hazard remains when a building is evacuated before a search has been made. Personnel cannot safely reoccupy the building and resume normal activities until a search has been conducted. Such problems require a procedure with the following steps:

- Step 1: Threat Reception
- Step 2: Threat Evaluation
- Step 3: Search Procedure
- Step 4: Locating Unidentified Suspicious Objects
- Step 5: Evacuation Procedure
- Step 6: Re-occupation of Building
- Step 7: Training of Essential Personnel

Step 1: Threat Reception

Telephone Threats (threat to detonate explosive is phoned into system)

- Caller is the person who placed the device
- Caller has knowledge of who placed the device
- Caller wants to disrupt system operation

Written Threats (threat to detonate explosive is written into system)

- May be more serious than phoned-in threats
- Written threats are generally more difficult to trace than phoned-in threats

Letter and Package Threats (suspicious package or letter is delivered to agency)

- These threats serve a variety of purposes, but, generally, they are directed at specific system personnel rather than at the system as a whole.

The personal motivations of the criminal may be more important in these types of threats

Bomb threats are normally transmitted by phone. The person receiving the call should be prepared to obtain precise information, which is included on the Bomb Threat Checklist which should be available to all personnel whose regular job is phone intake.

The caller may provide specific information by answering these questions. Often the type of person making a threat of this nature becomes so involved that they will answer questions impulsively. Any additional information obtained will be helpful to police and explosive technicians.

Step 2: Threat Evaluation

Two basic descriptions of threats can be identified:

Non-specific threat: This is the most common type of threat, usually with little information given other than, "There is a bomb in your building."

Specific threat: This threat is given in more detail. Reference is often made to the exact location of the device, or the time it will detonate.

Specific threats should be considered more serious in nature, requiring a more concerted effort in the response. The non-specific threat, however, cannot be ignored. A policy must be developed to respond effectively to both threat levels.

Certain actions should be taken regardless of the threat category:

- Notify law enforcement (whether internal transit police and/or security or local law enforcement)

- Notify management personnel

- Initiate the search procedure

- Search before evacuation of personnel (employee search)

- Search after evacuation of personnel (volunteer search)

Notification to internal and/or external law enforcement, security and management personnel should be prompt, and include as much detail as possible. The person who received the threatening call should be available immediately for interviewing. Copies of the completed threat checklist should be readily available to all who may need it.

The appropriate search procedure should be initiated. Searches in the transit environment – as in many other environments – have two major constraints:

- Radio communication cannot be used (it may detonate the device)

- The environment is specialized, therefore, it cannot be searched effectively by outsiders

To address these concerns, personnel who work in a particular area, or who are responsible for an area, should be used. Not only will these personnel provide a much more thorough search than outside responders, but they are knowledgeable concerning station or facility emergency communication systems, and can access "land line" telephones to manage communications more

effectively during the search. A system that utilizes the employees – after evacuations have been ordered – should always and only use volunteers.

The following criteria help determine what immediate action to take:

Factors favoring a search before the movement of personnel (occupant search):

- There is a high incidence of hoax telephone threats
- Effective security arrangements have been established
- Information in the warning is imprecise or incorrect
- The caller sounded intoxicated, amused, or very young
- The prevailing threat of terrorist activity is low

Factors favoring movement of personnel before searching (volunteer search):

- The area is comparatively open
- Information in the warning is precise as to the matters of location, a description of the device, the timing, and the motive for the attack
- A prevailing threat of terrorist activity is high

Step 3: Search Procedure

Pre-planning and coordination of employees are essential in implementing an effective search of transit premises, particularly for large stations and facilities. A printed facility schematic should be identified for each major transit facility. Wherever possible, the facility should be divided into zones or sections (prior to the actual conduct of the search), and volunteer personnel – familiar with the zone or section – identified to support the search, by shift or position. Back-ups and supporting volunteers should also be identified for each zone or segment. The facility schematics should be available to those responsible for managing bomb threats and searches. Not only will these schematics support identification and assembly of the volunteer search team, but also, as the search is conducted, each area can be “crossed off” the plan as it is searched.

Areas that are accessible to the public require special attention during a search, and may be vitally important if an evacuation is to be conducted. The level of the search should be in a level that relates to the perceived threat level:

An occupant search is used when the threat's credibility is low. Occupants search their own areas. The search is completed quickly because occupants know their area and are most likely to notice anything unusual.

The volunteer team search is used when the threat's credibility is high. The search is very thorough and places the minimum number of personnel at risk. Evacuate the area completely, and ensure that it remains evacuated until the search is complete. Search teams will make a slow, thorough, systematic search of the area.

During the search procedure the question often arises, "What am I looking for?" The basic rule is: Look for something that does not belong, or is out of the ordinary, or out of place. Conduct the search quickly, yet thoroughly, keeping the search time to a maximum of 15 to 20 minutes. Both the interior and exterior of the facility should be searched.

Historically, the following areas have been used to conceal explosive or hoax devices in the transit environment:

Outside Facility Areas	Inside Facility
Trash cans Dumpsters Mailboxes Bushes Street drainage systems Storage areas Parked cars Shrubbery Newspaper Stands	Ceilings with removable panels Overhead nooks Areas behind artwork, sculptures and benches Recently repaired/patched segments of walls, floors, or ceilings Elevator shafts Restrooms Behind access doors In crawl spaces Behind electrical fixtures In storage areas and utility rooms Trash receptacles Mail rooms Fire hose racks

Depending on the nature of the threat, searches may expand to include transit vehicles. In extremely rare instances, dispatchers have instructed operators on certain bus routes to immediately bring their vehicles to a safe location, unload passengers, and walk-through the vehicle – looking for unidentified packages. In other instances, evacuated vehicles have been met by law enforcement officers, who actually conduct the search, including the vehicle undercarriage and rooftop areas.

Step 4: Locating an Unidentified Suspicious Package

If an unidentified or suspicious object is found, all personnel should be instructed (1) to leave the object in place DO NOT MOVE IT and (2) to report it to central dispatch or the search team leader immediately. The following information is essential:

- Location of the object
- Reason(s) suspected
- Description of the object
- Any other useful information – how difficult to secure area, evacuate, nearest emergency exits, etc.

Based on this information, decisions will be made regarding the following:

- Removal of persons at risk
- Establishment of perimeter control of the area to ensure that no one approaches or attempts to move the object
- Activities to establish ownership of the object. (In the event that legitimate property has been left behind in error prior to the bomb threat being received.)

Assignment of someone familiar with the building and the area where the object is located to meet the police/bomb team/fire fighter personnel on their arrival (in the event that they have been called)

Continue implementation of search procedure until all areas have reported to the central control, as there may be more than one unidentified object

While volunteers and public safety personnel are conducting the search, and particularly while they are managing response to a suspicious package, they should keep in mind the following information:

Improvised Explosive Devices (IEDs) and other types of bombs inflict casualties in a variety of ways, including the following:

Blast over pressure (a crushing action on vital components of the body; eardrums are the most vulnerable).

Falling structural material.

Flying debris (especially glass).

Asphyxiation (lack of oxygen).

Sudden body translation against rigid barriers or objects (being picked up and thrown by a pressure wave).

Bomb fragments.

Burns from incendiary devices or fires resulting from blast damage.

Inhalation of toxic fumes resulting from fires.

The following are four general rules to follow to avoid injury from an IED:

Move as far from a suspicious object as possible without being in further danger from other hazards such as traffic or secondary sources of explosion

Stay out of the object's line-of-sight, thereby reducing the hazard of injury because of direct fragmentation

Keep away from glass windows and materials that could become flying debris

Remain alert for additional or secondary explosive devices in the immediate area, especially if the existence of a bomb-threat evacuation assembly area has been highly publicized

Step 5: Evacuation Procedure

If an unidentified object is found, a quiet and systematic evacuation from the area should be conducted. Prior to evacuation, all areas used in the evacuation route must be searched: stairwells, corridors, elevators, and doorways. When these areas have been checked, volunteer personnel should be assigned to direct other personnel along the searched exit routes.

As a general guideline, evacuation should be to a minimum distance of 300 feet in all directions from the suspicious package, including the area above and below the site, giving regard to the type of building construction (thin walls, glass) and the size of the suspicious package. Elevators should not be used to evacuate people under normal circumstances. A power failure could leave them trapped in a hazardous area. Attention should be paid to the need for special transportation requirements of persons with disabilities.

The essential task in evacuation procedures is to direct people to quietly leave the premises, using tact and power of suggestion, in an effort to maintain control and avoid panic. Once a complete or partial evacuation has taken place, there must be some form of accounting for all personnel. This may be a difficult task, but a necessary one to ensure the safety of all personnel.

Assembly areas should be pre-selected and well known to personnel. Establish a clearly defined procedure for controlling, marshalling, and checking personnel within the assembly area. If possible, for major transit stations, assembly areas should be coordinated with local police in advance. Assembly areas are selected using the following criteria:

- Locate assembly areas at least 300 feet from the likely target or building (if possible).
- Locate assembly areas in areas where there is little chance of an IED being hidden. Open spaces are best. Avoid parking areas because IEDs can be easily hidden in vehicles.
- Select alternate assembly areas to reduce the likelihood of ambush with a second device or small-arms fire. If possible, search the assembly area before personnel occupy the space.
- Avoid locating assembly areas near expanses of plate glass or windows. Blast effects can cause windows to be sucked outward rather than blown inward.
- Select multiple assembly areas (if possible) to reduce the concentration of key personnel. Drill and exercise personnel to go to different assembly areas to avoid developing an evacuation and emergency pattern that can be used by perpetrators to attack identifiable key personnel.

Step 6: Re-Occupation of Station/Facility

Re-occupation of the building is a decision that must be made by an appropriate management or law enforcement official. If the evacuation was made without a search, the premises should be searched before re-occupation.

Step 7: Training

Any effective threat procedure must be accompanied with an adequate training program. Training the essential personnel should encompass both the preventative and operational aspects of the procedure. Prevention can be accomplished through employee awareness, developing good housekeeping habits, and being on the alert for suspicious items and persons.

Operational training may include lectures by transit police and security instructional staff or guest speakers, in-service training classes, and practical training exercises. Evacuation and search drills should be performed periodically under the supervision of transit police or local law enforcement. Coordination with local law enforcement is particularly important for those small agencies with no internal security.

Conclusion

Considering recent events, it is advisable to consider all threats serious. A well-prepared and rehearsed plan will ensure an effective, quick search with minimal disruption of normal operation. Panic and possible tragedy can be avoided. Appropriate security, heightened employee and passenger awareness, and good housekeeping controls will identify many potential problems.

Bomb Threats

By Phone – If you receive a bomb threat by phone you should

- Stay Calm
- Activate phone recording if available
- Listen carefully, take notes of exact words
- Keep the caller talking

Get as much of the following information as possible. It is likely the caller will not give the specifics, but engaging in conversation with the person may cause the caller to reveal things. If possible signal a supervisor, write a note or have a hand signal that will be recognized, in the office to call the police while you're on the line and notify them of what is occurring.

Also listen carefully and take note of any of the following: You are looking for hints about who the person is, where they were when they made the call. If you see caller id write that down immediately.

By Mail –

- Place all papers and envelopes with the threat in a bag or large envelope (clear plastic preferable). Pick it up at the edge.
- Do not handle the letter or envelope unnecessarily. It may contain fingerprints that can be used for evidence. And do not allow anyone else to touch unless senior management authorizes it.
- Preserve the document for the police and fire departments.

After the threat has been received. (By phone or mail)

- Contact the emergency response units. **(911)**
- Notify the senior manager on site.

The senior manager will determine if the building should be evacuated, and take control of management of the situation.

Do not share everything with everyone. Go immediately to the supervisor or project manager to give them the information. Do not share it with the coworkers around you as you may cause unnecessary panic.

Bomb Threat Checklist

Exact time and date of call: _____

Exact words of caller: _____

Voice

- Loud
- High Pitched
- Raspy
- Intoxicated
- Soft
- Deep
- Pleasant
- Other
- Raspy
- High Pitched
- Loud

Accent

- Local
- Foreign
- Race
- Not Local
- Region
- Local
- Foreign
- Race
- Not Local
- Region

Manner

- Calm
- Rational
- Coherent
- Deliberate
- Righteous
- Angry
- Irrational
- Incoherent
- Emotional
- Laughing

Background Noise

- Factory Machines
- Bedlam
- Music
- Office Machines
- Mixed
- Street Traffic
- Trains
- Animals
- Quiet
- Voices
- Airplanes
- Party Atmosphere

Language

- Excellent
- Fair
- Foul
- Good
- Poor
- Other
- Pleasant
- Other
- Raspy

Speech

- Fast
- Distinct
- Stutter
- Slurred
- Slow
- Distorted
- Nasal
- Lisp
- Other

Familiarity with Threatened Facility

- Much
- Some
- None

Questions to Ask the Caller

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why did you place the bomb?

Where are you calling from?

What is your address?

What is your name?

Observations

If the voice is familiar, whom did it sound like?

Were there any background noises?

Telephone number call received at:

Person receiving call:

Additional Comments:

Appendix C Reporting Criminal Activity

If you observe a crime in progress or behavior that you suspect is criminal, immediately notify dispatch, if you are driving a vehicle, or your supervisor, if you are at a facility. If directed by dispatch or the supervisor, contact local police. Report as much information as possible including:

Activity: What is happening? (Use plain language. Avoid assumptions. Stay with facts.)

Description of Involved People: For each involved person, provide:

- Height
- Weight
- Gender
- Clothing
- Weapons
- Distinguishing characteristics

Location: Describe exactly where the criminal activity is occurring. If the activity is “moving,” describe the direction of travel.

Vehicle: If a vehicle is involved, please provide the following:

- Color
- Year
- Make
- Model
- License

DO NOT APPROACH OR ATTEMPT TO APPREHEND THE PERSON(S) INVOLVED.

Stay on the telephone with the police dispatcher and provide additional information as changes in the situation occur, until the first police officer arrives at your location.

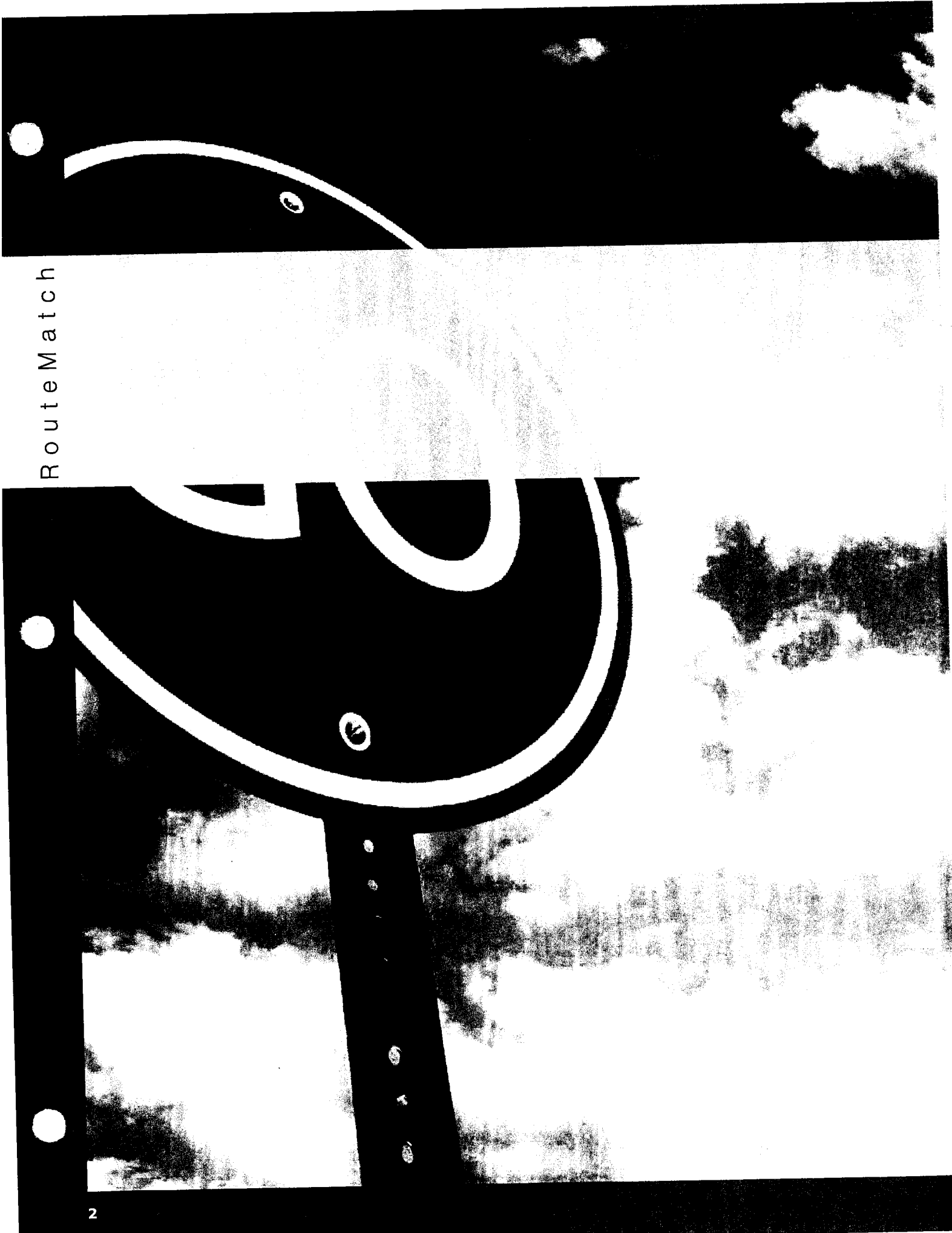
Document to be used in training of drivers, dispatch personnel.




Your Single Source for
Complete Transportation Technologies



RouteMatch





one platform.
one database.
one support center.



End-to-End Solution

Just Switch On What You Need, When You Need It.

We understand that in today's environment, resources are strapped and ridership demands fluctuate. RouteMatch provides technologies that allow you to quickly adapt to changes and **lessen the operational load** - so you and your staff can do the job more efficiently and effectively.

RouteMatch brings a "**vigorous and fully integrated**" passenger and transportation technology solution that spans demand response, fixed route, mobility management, mobile data solutions, traveler information services, and fleet management.

Applying more than a decade of transit experience and the industry's most **sophisticated algorithms**, RouteMatch provides transit agencies and government and private organizations with the necessary components to have a single, comprehensive System of Record. Jump-starting and expanding passenger and transportation initiatives have never been easier. You get **full flexibility** at every touch point.

The End Goal?

Greater **operational efficiencies**. Happier riders. Engaged staff. Smarter vehicles. Improved coordination. Sustainable technologies. **Real cost savings**.

And, you don't only get high impact technologies. You get **a team who will stick with you**, every step of the way.

Why RouteMatch?

Technology You Can Count on...and So Much More.



“ Denver RTD has worked with RouteMatch for more than three years to implement various new technologies, and we've been impressed with the steadfast support from the team. By using RouteMatch's newest technologies, we've gained visibility into our data. This significantly improves decision making and operations management. ”

Bruce Abel, Assistant General Manager, Denver RTD

1 One Point of Customer Support:

RouteMatch dedicates an in-house team of customer support and technical specialists to our customers; they are available 24/7. They answer questions about technologies, provide guidance on best practice troubleshooting techniques, and make sure transit agencies leave with what they need. RouteMatch's executive management team has a pulse on the well-being of each agency and keeps abreast of major issues and milestones.

2 Top Training:

From day one, RouteMatch offers complimentary weekly training webinars on product and industry-specific sessions. We fully invest in an annual User Conference to encourage peer networking and provide one-on-one consultations. A dedicated customer portal is always available to you.

3 Made in the USA:

When a transit agency or government organization chooses RouteMatch as their technology partner, it also means they - and the federal or state funds they may use - are supporting American technology, and creating jobs in America.

4 Mobility Management Experts:

RouteMatch is a national partner for the Mobility Services for All Americans (MSAA) initiative. RouteMatch has multiple statewide contracts and is also a provider of technologies for the U.S. Department of Veterans Affairs. We have worked with numerous transit agencies on their regional, inter-agency and statewide coordination efforts, applying strong project management skills and collaboration across all stakeholders.

5 Fairness & Friendship:

Too many times, transit agencies approach procurement by checking off features and functionality without the opportunity to get to know the people. At RouteMatch, we have been in business for more than 10 years, and understand the everyday and long-term pressures transit agencies face, the value of innovation and resourcefulness, and being accountable. We are with you for the long haul.



RouteMatch Management Platform

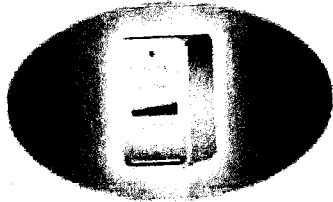
Demand Response

Fixed Route

Service Management

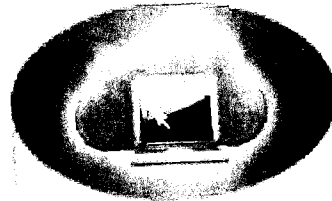
Vehicle Management

Traveler Information Systems

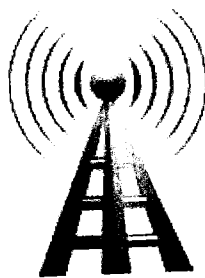


Deployed Through Servers on Premise

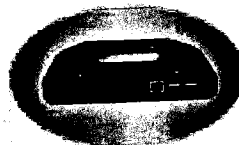
and/or



Deployed Through Cloud Services/Hosted



Automated Passenger Counter (APC)



Vehicle Logic Unit (VLU)



Mobile Internet



Navigation



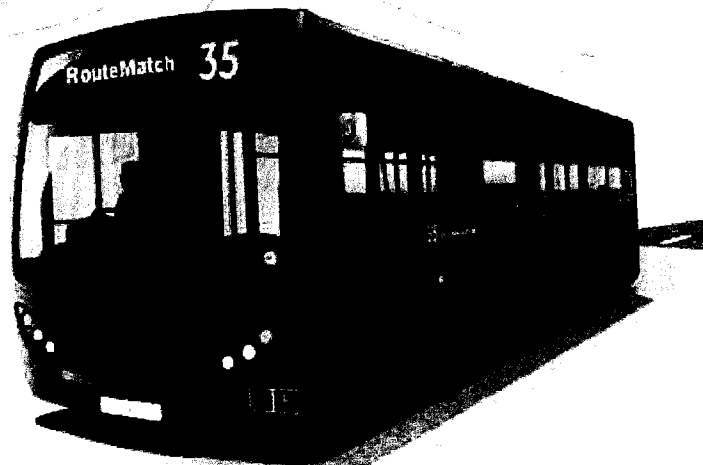
Automated Voice Annunciators (AVA)



Tablets for Transit



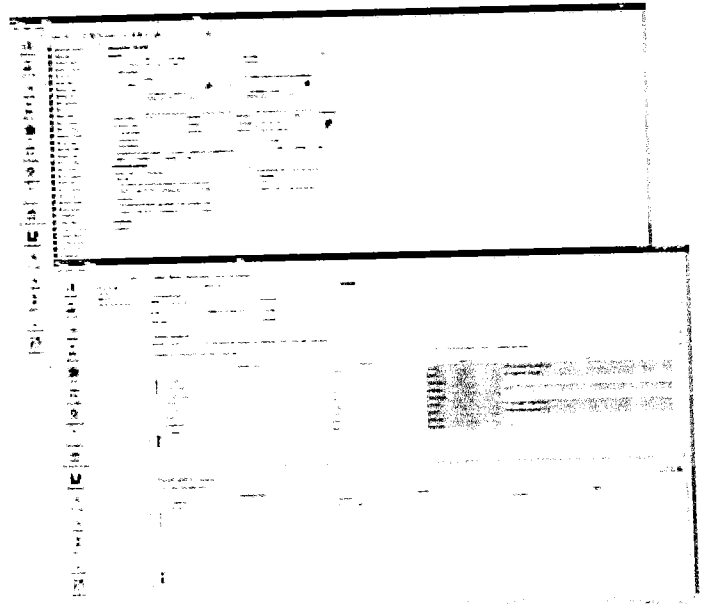
Fare Box



Demand Response

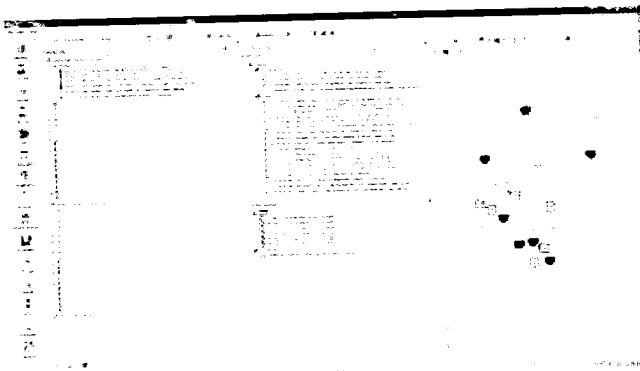
RouteMatch Demand Response helps transit agencies more effectively manage their demand response, paratransit, or non-emergency medical transportation. RouteMatch delivers assistance and automation at every step of the process so transit agencies can achieve operational efficiencies and better serve their community of riders.

- ✓ Capture and store detailed customer information such as service eligibility, drivers, vehicles, and all associated addresses.
- ✓ Take trip requests and perform on-line scheduling, negotiate, or further optimization using RouteMatch Advanced Scheduling Engine (RSE).
- ✓ Add new service parameters and funding sources.
- ✓ Create multiple standard, custom and ad hoc reports and adhere to National Transit Database (NTD) Reporting guidelines.
- ✓ Automatically calculate receivables using the advanced RouteMatch Billing Engine (RBE).
- ✓ Pull manifests, invoices, and service reports with intuitive standard and ad-hoc reporting wizards.
- ✓ Integrate seamlessly into Fixed Route, Mobile Data Devices and other intelligent transportation technologies.
- ✓ Automate capacity checks.
- ✓ Plan and build "What If" scenarios and statistics reports.



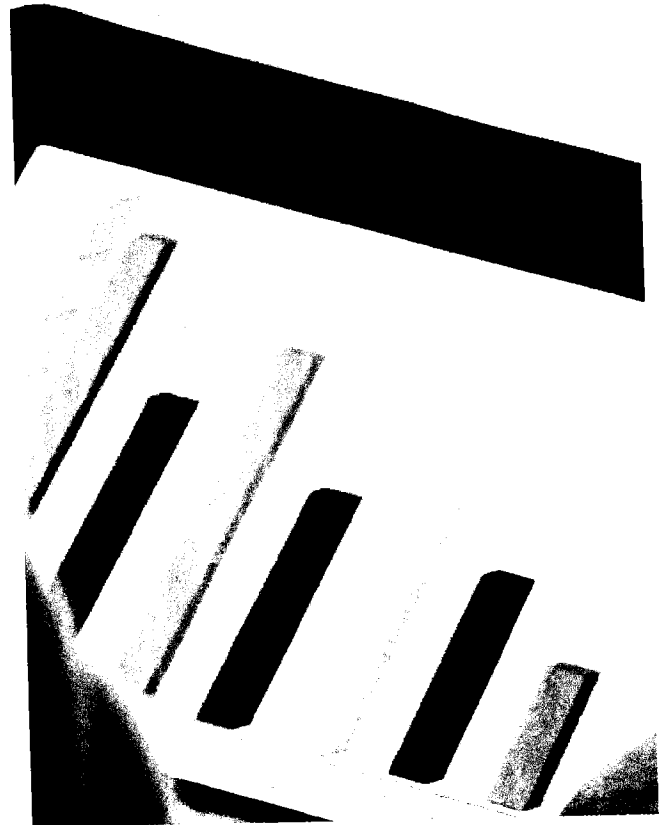
Gain quick access to schedule, trip, and customer information in order to improve daily operational decision making.

Dispatchers can create "Data Views," allowing each dispatcher to have a custom screen that specifically meets the type and mode of dispatch they use.



Peak Performance

- ✓ Use multiple mapping tools with professional map cartography.
- ✓ Perform manual schedule overrides.
- ✓ Create and manage runs and routes.
- ✓ View scheduled trips, unscheduled trips, and unscheduled runs/routes for assignments. Print proposed route lines or turn-by-turn driving directions.
- ✓ Schedule parameter and optimization tuning that defines time windows, on-board factors, optimization priorities, travel times, congestion, equipment assignments, and load/unload calculations to model the transportation schedules and network.
- ✓ Enter data and schedule validation for equipment.
- ✓ Generate reports including "no shows," unscheduled trip reports, trip summary reports, and many others.



Complete Billing, Simplified

RouteMatch offers a powerful billing engine which supports a single transit agency or multiple service delivery organizations. Each funding source can have multiple "billing rules," or rules that define the contract rates for transportation. These billing rules may differ based on the requirements of the funding source.

- Supports simple and very complex billing and cost allocation rules.
- Automatically assigns proper billing rule to each trip based on trip properties.
- Incorporates standard detailed and summary invoices.
- Automates time-consuming reconciliation processes.
- Serves as a foundation for fully-allocated cost models to accurately determine real costs for service.
- Graphical user interface to manage and design new billing rules and models.
- Streamlines month-end billing process to minutes per month.

“ The RouteMatch billing engine has more than paid for itself. What used to take us a month now takes us a minute. It's cut down on errors and helped handle verifications and no shows. It's 'click, click' and you are done. ”

- Tim Jarvis, Director of Transportation, First Tennessee Human Resource Agency

Fixed Route

With RouteMatch Fixed Route, we deliver and train you on all components and stand behind what we deliver. You have a single point of contact.

RouteMatch's intuitive system scales and excels at integrating fixed route management, schedule adherence and dispatching.

Need to view paratransit and fixed route simultaneously? You can easily do so with RouteMatch Software in a unified dashboard all from one system.



Deviated Fixed Route

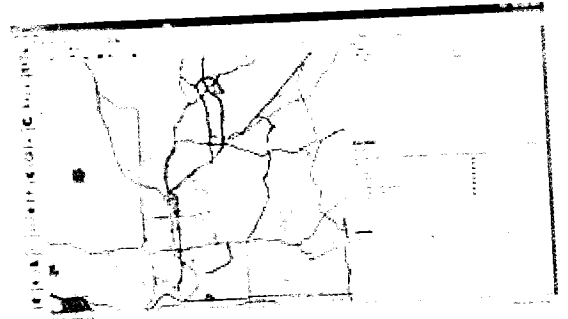
Within the RouteMatch integrated platform, vehicles can be added as a Fixed-Route, Paratransit, or a "Mixed Mode" vehicle which straddles both.

You can see fixed-route stops on your Mixed Mode vehicles, making it easy to manually assign paratransit runs and trips where they fit in to your fixed-routes.

You gain maximum flexibility – so you can put your vehicles where they make the most sense.

Advanced Dispatching and Verification

- Dynamically dispatch by managing day of service and system performance at the system, route, trip and stop level.
- Create routes and patterns and assign multiple patterns to a single route.
- Edit and insert bus stops, time points and way points.
- Gain proactive alerts of route performance including late, early and on-time routes.
- Easily filter and format data views.
- Configure dispatch alerts.
- Color code pattern and define stop attributes.
- Automate messages between dispatchers and vehicles.
- Perform run-cutting and driver rostering.
- Generate ETA-based call out reminders.
- Quickly sort, filter and search for information.



Robust Schedule and Route Management

- Handle priority messages.
- Schedule adherence and alerts.
- Generate trips, including headways.
- Display schedule at fixed route—view all route lines and vehicles.
- View a timetable grid format for every run, break and stop.
- Allow for set schedules such as holidays and events, etc. (run as an exception to the rule of normal service).
- Auto log and separate fare types.
- Integrated accidents and incidents modules.
- Data Management and Standard Reporting.

Powerful. Flexible.



Real-time Computer Automated Dispatching

Real-time data collected on the vehicles can be sent to Dispatch within seconds.

Real-time location, speed, incidents, vehicle health, and on-time performance are instantly analyzed and transformed into management information.

- ✓ Update system route, trip and stop level schedule adherence.
- ✓ Calculate downstream schedule impacts.
- ✓ Trigger dispatch alerts, such as when vehicles are speeding ten miles above posted speed limit.
- ✓ Create incident records.
- ✓ Provide information for dispatchers to make same-day schedule appointments.
- ✓ Proactive dispatch decision-making based on accurate real-time data.

This results in optimal dispatching and scheduling efficiency.

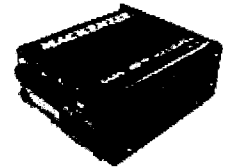
“ We can easily see when same-day cancellations or adjustments need to be made. Knowing where each vehicle and passenger is at all times allows us to quickly slide passengers into vehicles, or group routes. This means we can accommodate more passenger requests, even if they are unplanned. ”

Patricia Barnum-Hale, Superintendent of Operations, Athens Transit System

Integrated Peripherals:

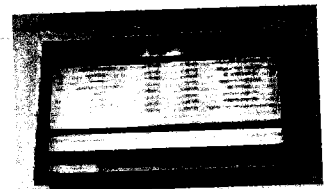
Automated Voice Annunciators (AVA) and Next Stop Signs:

RouteMatch offers a system which stores pre-recorded announcements and text messages for the next stop. Voice tone, gender and dialect are available for selection, and alternate languages can be recorded. Ad hoc recording of announcements, entry of text messages, and maintenance are hassle-free.



Signage and Kiosks:

Signage offers transit agencies an opportunity to deliver information to riders and the general public such as scheduled route data, real-time route data, and next stop information.



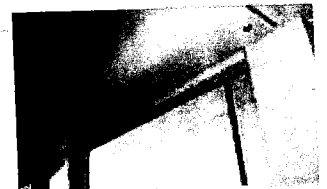
Outdoor Transit Center LED Signs:

Ideal for high pedestrian areas, this provides traveler information at the wayside.



Automated Passenger Counters (APC):

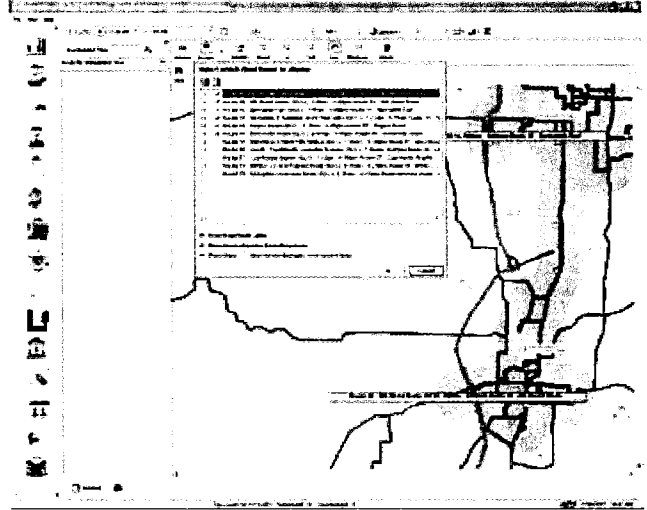
Automated Passenger Counters allow transit agencies to capture data in real-time. Collected passenger count information is stored directly to the RouteMatch CAD/AVL database and directly feeds to reports.



Mobility Management

Today's transit agencies no longer operate on an island. Closing service gaps and leveraging resources are common challenges that must be overcome.

Organizations on the RouteMatch platform have enhanced opportunities to work together. Trips crossing geographic boundaries, extended distances, or simply exceeding vehicle capacity can be offered to other providers in real-time. This increases the likelihood that service is available and reduces costs for the community as a whole.



Pioneers in Coordination

RouteMatch has helped pioneer transportation coordination in the transit market. In fact, RouteMatch is involved in the Mobility Services for All Americans project that focuses directly on coordination between multiple systems.

Tools for Sharing Data

RouteMatch has developed a custom data interchange using XML which compiles defined data you deliver to other agencies.

RouteMatch's Coordination Module helps multiple systems post and accept trips to and from a shared Web portal.

“ We now average 300 trips a month that were denials, that we're now able to give trips to. Before, there was no way to fill in a hole for someone who had been denied a trip. Now we can fill in those gaps and deliver better service to our riders. ”

*- Transit Data Director, Supervisor,
The Mobility Service*

Proven. Multi-Modal.

Delivery

- Managing the Day of Service
- On Time Performance
- Integration with Demand Response, and Fixed Route System
- Transfer Protection
- Real Time Awareness of Vehicles, Drivers and Riders
- Real Time and Planned Deviations
- Cloud Services and/or on Premise Deployment

Coordination with Multiple Agencies

- Serve Unmet Needs
- Automate Trip by Trip Coordination
- Handle Multiple Funding Sources / Extending the Service Area
- Leverage Local and Regional Resources
- Higher Modes & Special Transportation Needs

Multi-modal Service Delivery

- Streamline Reservation Process
- Standing Order and Subscription Management
- Trip Edit Audit Logs

ADA Compliance

- ADA Trip by Trip Eligibility
- ADA Conditional Eligibility Tracking
- ADA Trip Negotiation
- ADA Process Auditing
- Multi Modal and Multi Service Integration

Schedule and Provider Coordination

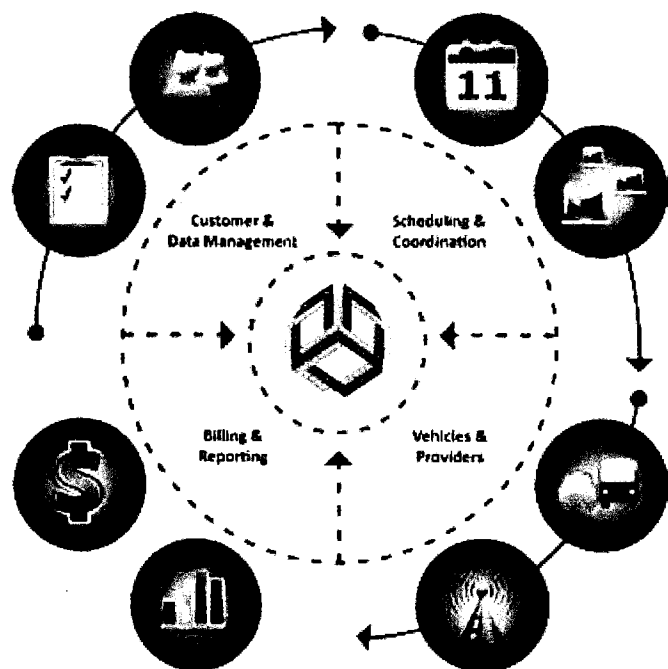
- Automate Schedule and Route Assignment
- Automate Provider Assignment
- Paratransit to Fixed Route Integration
- Flex Route Deviation Support

Call Center Automation and Web Access Options

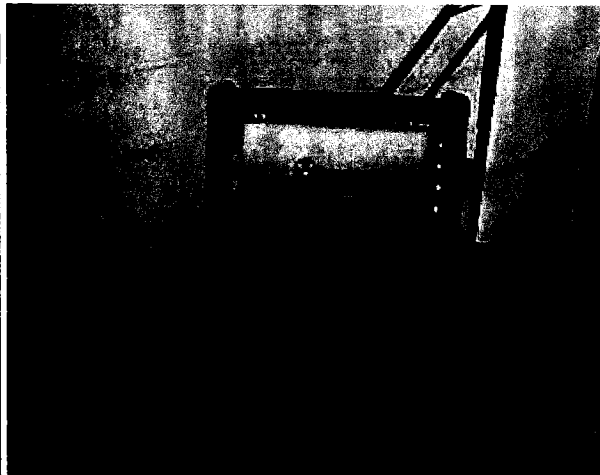
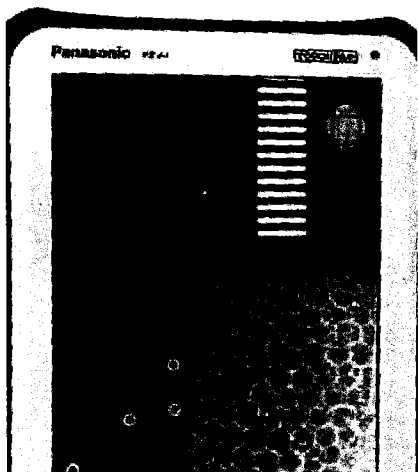
- Automate Call Center Communications and Workflows
- Monitor, Collect, and Analyze Call Center Contact Statistics
- Support Customer Trip Alerts and System Notifications
- Integrate the RouteMatch Interactive Voice Response (IVR)
- Integrate Customer Web Portal technologies to offer web-based reservations

Reservations & Scheduling

- Providing Options at the point of service
- Eligibility & Certification
- Arrival & Departures
- Curb / Door
- Wait Times
- Assistance Needs
- Special Needs



Vast Mobile Options



Offering More and Diverse Mobile Data Device Options - Mix and Match

Being hardware and network carrier agnostic, RouteMatch offers multiple types of solutions in its expanding portfolios of diverse mobile offerings to help transit agencies automate data collection, mobile communication, in-vehicle navigation, and emergency response capabilities.

RouteMatch applies deep industry knowledge, work flow, and customer feedback to bring best-of-breed mobile software and hardware solutions to transit agencies.

Visibility into Everything - All from One Location.

Drivers can manage multiple devices and peripherals with a single sign on. Dispatchers can manage system operations from a single console.

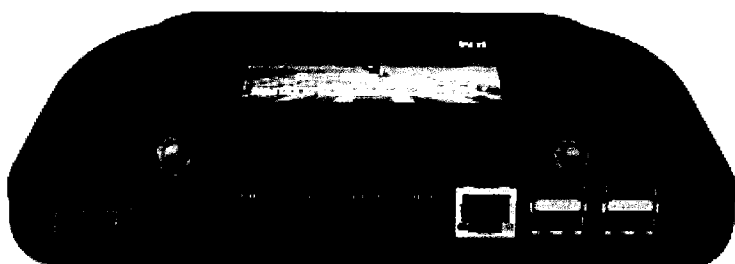
Powerful Vehicle Logic Unit (VLU)

RouteMatch's VLU, RMVelocity, is a central communications platform specifically designed for in-vehicle installation. RMVelocity supports all peripherals installed in the vehicle and can provide regulated power to them, bringing more control and protection over your equipment.

RMVelocity seamlessly integrates into RouteMatch's Android-based Mobile Data Systems and an integrated WiFi router can turn your vehicle into a mobile hot-spot. This enables drivers to capture and send data through their devices even when outside of the vehicle.

Installation is hassle-free. The small "black box" can be mounted discreetly under the dashboard, seat, or in the trunk of the vehicle, safely out of the way of the driver but easily accessible to the vehicle technician.

Real-time vehicle tracking, status monitoring, and vehicle diagnostics have never been easier.



More Affordable. More Convenient.

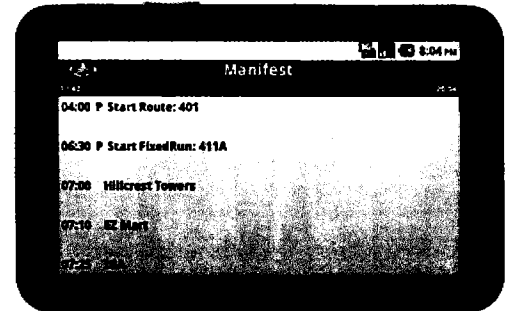
Tablets offer remarkable hardware and software affordability and scalability. RouteMatch offers both commercially available, ruggedized tablets as well as enterprise grade ruggedized tablets.

Why Use Commercially Available Mobile Data Devices?

- Low cost
- Quick replacements
- Easy to deploy technology
- Scalability – Hardware can be purchased off the shelf

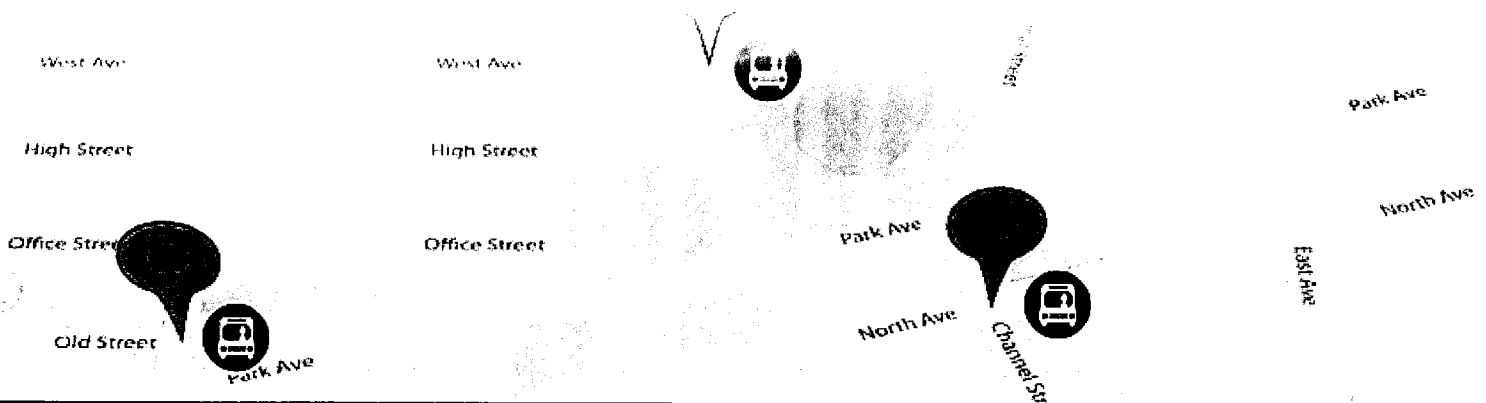
Offering Immediate Benefits

- Increase safety and security through GPS reporting
- Reduce vehicle layover and non-revenue dead-head miles
- Monitor on-time performance
- Access and update customer manifests
- Navigation
- Perform pre and post health inspections
- Go paperless
- Take photos for insurance claims
- Capture odometer readings and mileage
- Capture billing information



“ We really think that ruggedized consumer devices are the next wave. We look at them as we would laptops. The tablets are very accessible and the performance and durability have been good. When pre-loaded with RouteMatch's software, they have really helped us establish more proper routing options and help us do our jobs. ”

— Matt Hale, Transit Director
Pipetown Transit



Fleet Management



More than Vehicle Tracking

RouteMatch Fleet provides tools to manage the integration of on-board peripheral devices. Through our Tablet-based in-vehicle devices and our vehicle logic units, fleet managers can collect meaningful data such as GPS locations, vehicle health information, and vehicle motion details.

This information is returned to RouteMatch's route management module, in real-time, and can be viewed by dispatchers.

Automatic event alerts can be sent to warn drivers and supervisors of work violations through real-time messaging, SMS text messages, and email notifications.

The information can be stored in the RouteMatch Data Warehouse for AVL playback, advanced reporting, business intelligence, and third party system integration.

Visibility & Intelligence = More Productive Fleet

- **Maintain and Manage Drivers, Fleets, Vehicles, and Assets**
- **Plan and Optimize Vehicle Routing**
- **Modify Driver Behavior & Improve Driver Safety**
- **Dispatch, Locate Vehicles, and Monitor Fleet Performance** in Real-time through automation, customizable data views, automated vehicle location (AVL) and geofencing
- **Conduct Vehicle Telematics and Prognostics** for engine health checks and monitoring idling, speeding, and emissions
- **Manage Incidents and Accidents**
- **Gain Access to Business Intelligence and Data Mining** including vehicle utilization, on-time performance, route history, event log, vehicle health, and speeding
- **Improve Customer Service** through Real-time Predictive Arrival smartphone applications, SMS text alerts, email alerts, web portals, and interactive voice response (IVR)

Achieve 10-20% Increase in Vehicle Utilization



Save on Vehicle Operating Costs



Lower Fuel and Maintenance Costs



Reduce Labor Hours



Improve Safety



Improve Fleet and Route Accountability



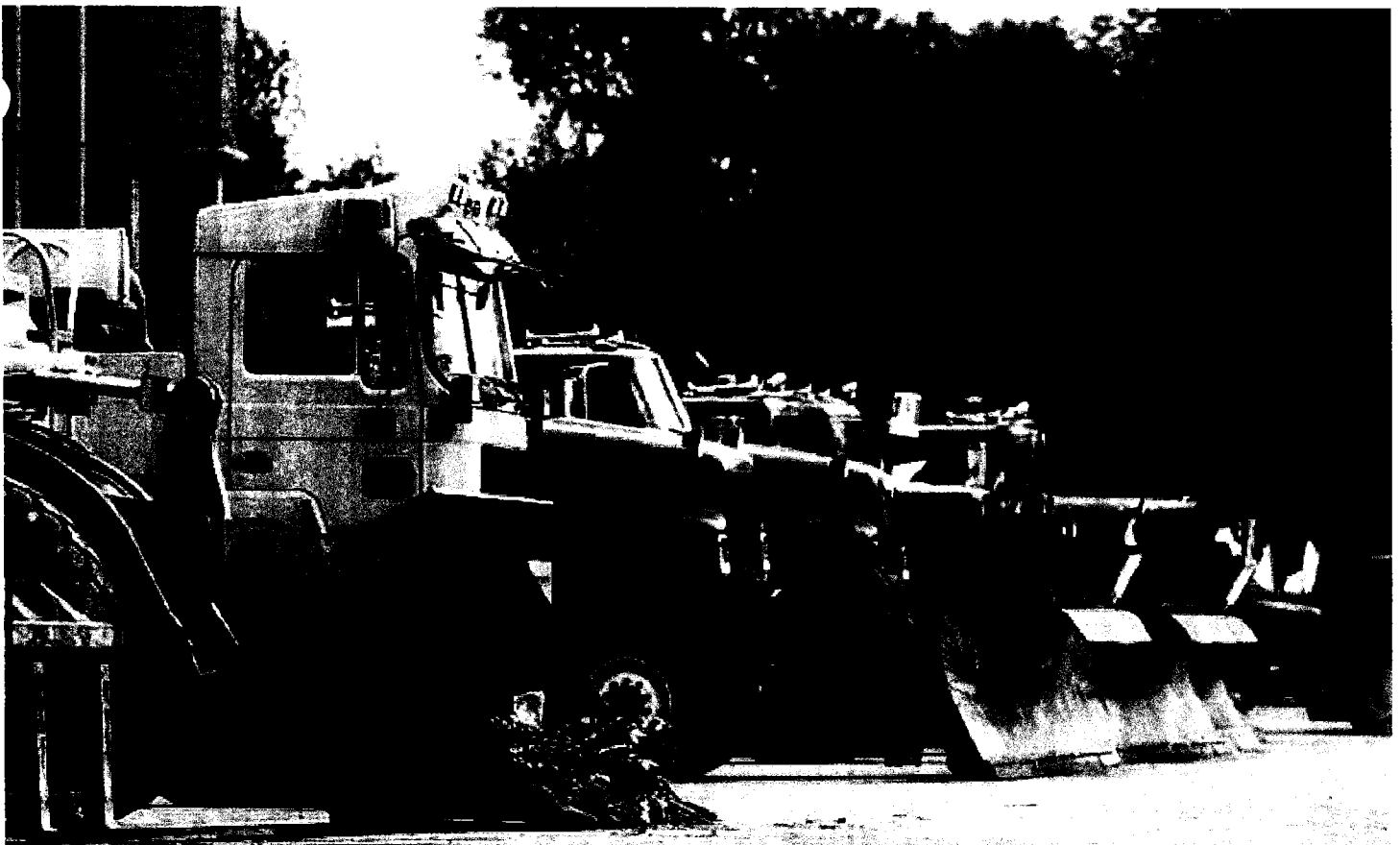
Boost Customer Service and Communication



Enhance Operational and Management Decision Making

More Control.

City and County Fleet Managers and Public Works Directors	<ul style="list-style-type: none">→ Manage entire fleet with one application.→ Tie disparate systems together for greater value.
State Agency Fleet Managers	<ul style="list-style-type: none">→ Take state labor restrictions into consideration when optimizing driver work.→ Improve vehicle safety with pre and post trip vehicle inspections.
Federal Fleet Managers	<ul style="list-style-type: none">→ Gain feedback on fleet usage for future planning and strategizing.→ Consolidate reports to provide complete fleetwide transparency.
Utilities	<ul style="list-style-type: none">→ Access robust routing and navigation tools for fleet optimization.→ Provide drivers with feedback through operator reports and driver scorecards.
Commercial Vehicle Operators (CVO)	<ul style="list-style-type: none">→ Maximize bottom line by minimizing costs and optimizing resources.



Smart Functionality

Technology changes, and RouteMatch keeps up. With a large research and development crew in place, we continuously bring you more value so you can take advantage of the latest technology innovations.



Interactive Voice Response (IVR) – Phone Access for Trip Management

With an automated phone reservations system, you can increase ridership access and reduce demands on staff. Riders can book, confirm, cancel and check the status of trips. Web-based reports capture trends in call volume and handling.



Incidents Module – Accident and Complaint Tracking

The Incidents Module systematically tracks issues to encourage resolution and potentially reduce insurance costs and legal claims. Conveniently view reports on accidents by driver or by vehicle and attach documentation—such as police reports or damage estimates—and maintain electronic copies.



Certification Module – Centralized Eligibility Management

Proper interview processing is essential for complying with Americans with Disability Act (ADA) certification requirements, along with various other service offerings. With RouteMatch, you can automatically capture data to confirm and document completion for government audits, saving staff time and effort.



Data Interchange Utility – Mass Data Importing and Exporting

At RouteMatch, we believe in an open architecture. We can pull large amounts of information into, or out of, the RouteMatch system. Transfers can be run on a one-off or a scheduled basis to facilitate connection with other open systems.

“ Our call center complaints have gone down from 125 complaints per month to 15 complaints per month, and call waiting has gone down from eight minutes to one and a half minutes. This frees people up so they can do other things. ”

— Ray Woodruff, Transportation Broker/Planner, Wake County Human Services

Automated Vehicle Location (AVL) Playback



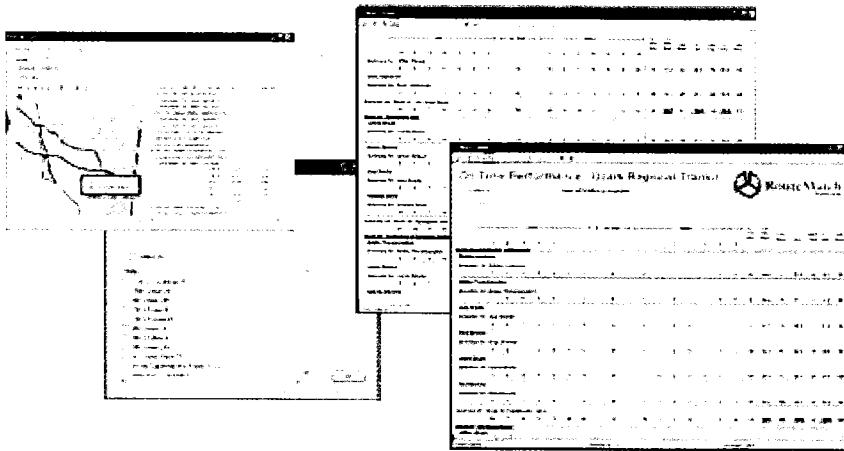
Do you need to capture where your vehicle is at all times for accountability, to audit rider complaints, or for risk management?

For both paratransit and fixed route, agencies can take advantage of RouteMatch's Automated Vehicle Locator (AVL) Playback module which allows you to view historical data that was captured during a vehicle's run using a mobile data device.

Details such as the path the vehicle traveled and the stops the vehicle made along the way are displayed on the map. This can be done by selecting dates, single or multiple routes, speed, or a map.

Intelligent Reporting and Analysis at Your Fingertips

Reporting can often take an organization hours, days or weeks to complete. With RouteMatch, you gain an executive dashboard and multiple reporting and analysis tools to monitor, analyze and report on real-time vehicle operations. RouteMatch offers more than 20 standard reports to handle your most pressing and strategic needs.



- NTD Reporting
- Productivity reporting
- Operational statistics
- Scheduled adherence reporting
- On time performance
- Passenger counts
- Driver paddles
- Ad hoc and custom reporting

Need to integrate with a third party system? Our export functionalities give you flexibility to get you there.

Deployment: Your Choice of On-Premise or Cloud Services



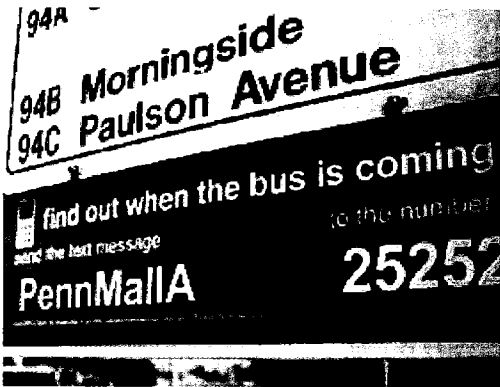
Unlike many transit technology providers, RouteMatch provides you with the opportunity to deploy technology on premise at the site location or via Cloud Services. Regardless of deployment choice, **the data is the transit agency's to keep and access at any time.**

In a Cloud Services environment, transit agencies gain a convenient platform for accessing, inputting and sharing data from one central location through the Web. This model provides flexibility and the ability to easily distribute applications over large, multiple locations with minimal impact on performance. For most agencies without dedicated IT staff, this enables **easier management** and cost savings. With this option, there are fewer hardware requirements and more convenient upgrades.

Sometimes, organizations choose the server route for internal management or compliance. RouteMatch will work to ensure that transit agencies choose servers that have the appropriate storage capacity and specifications to handle your data.

Whichever option you choose, we will work with you and provide you with the **flexibility** you need for hassle-free implementations and upgrades, high performance, and **long-term sustainability.**

Traveler Information Systems



With ETA readily available through RouteMatch's mobile data systems, you can take advantage of RouteMatch's integrated traveler information system, RouteShout.

It's your ticket to improved passenger communications giving you a full multi-modal approach.

RouteShout blends the most technologically advanced real street network data, real-time GPS information and predictive analysis algorithms to pull, convert, and push real-time information to riders.

The integrated and multi-modal system allows organizations to overcome public perceptions of inconvenience and schedule irregularity which are often chronic challenges, helping riders both pre-plan and make on-the-spot travel decisions.

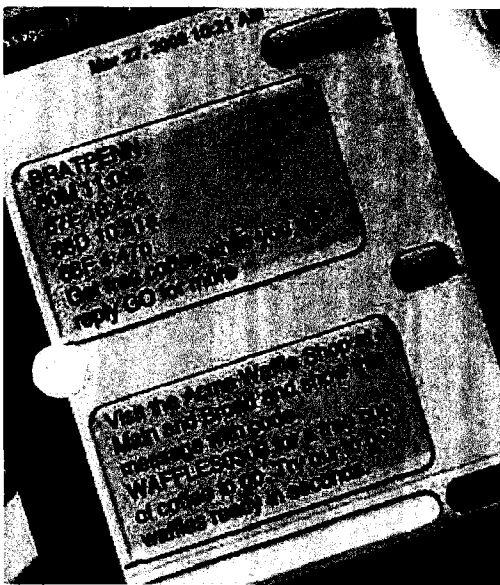
Scheduled or real-time arrival times can be accessed at point of pick-up, or while en route to a bus stop via:

- ✓ Mobile Phones
- ✓ The Web
- ✓ Kiosks and Electronic Signage
- ✓ Automated Notifications

Organizations can also use RouteShout to notify customers of disruptions, route or schedule changes via text alerts or through notification calls using integrated interactive voice response (IVR) technology. This helps lower volume of phone calls into call centers and the costs of printing paper schedules.

“We've seen our ridership increase 11% last year, and attribute much of that to RouteShout. We have also reduced our costs printing schedules by 75%... RouteShout helps with communicating reliability. It's comforting for riders to know the bus will be there at their stop.”

- John Kautzman, Executive Director, Indiana County Transit Authority



Real-time. Happier Riders.

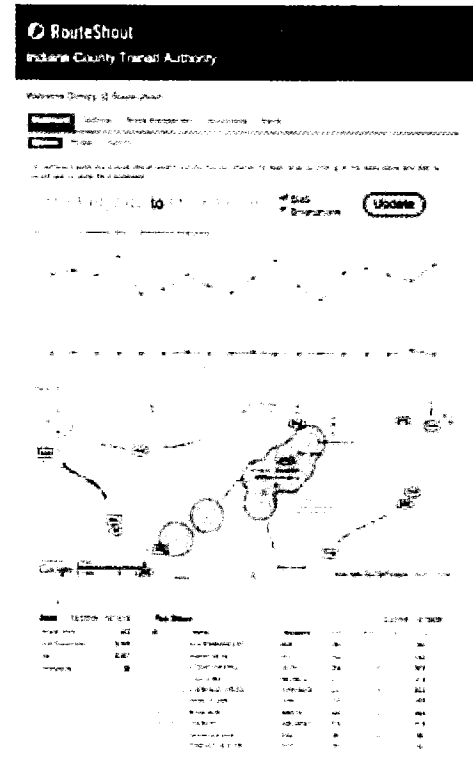
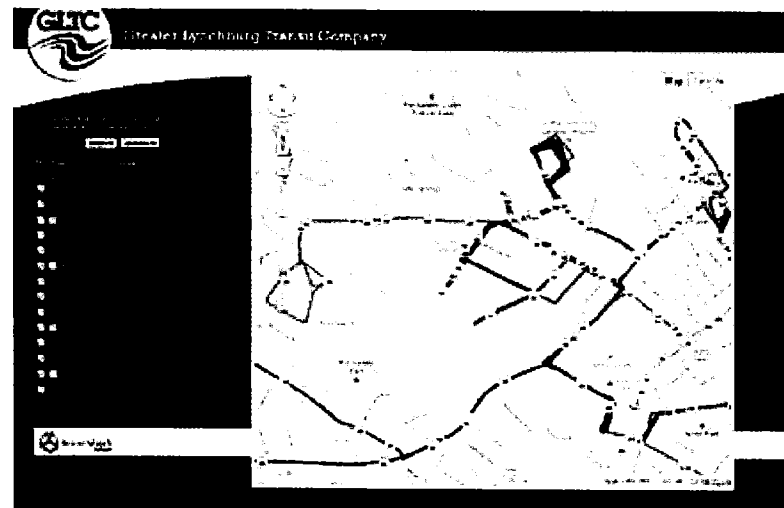
The RouteShout Customer Web Portal supplies riders with 24/7/365 access to transit information. The technology supports a secure, web portal that delivers information, such as your agency's fixed route schedule, a link to the Google Transit Trip Planner, and real time status of Fixed Route vehicle locations.

The Web Portal can also be used as a booking tool, so passengers can book rides, and information can be sent back to dispatching.

Designed to Reflect Your Agency's Brand

Due to RouteMatch's open architecture, the design of the RouteShout Customer Web Portal is completely customizable for your agency's look and feel.

RouteMatch also recognizes that not all agencies have marketing resources readily available to design the RouteShout Customer Web Portal. RouteMatch has an internal Marketing team, with qualified and creative designers, that can help you tailor it to create an engaging, professional web page at no cost to your agency.



The RouteShout Customer Web Portal Provides:

- ✓ Real-Time Vehicle Location
- ✓ Speed
- ✓ Heading
- ✓ Automatic Refresh
- ✓ Stop Points
- ✓ Scheduled and Estimated Arrival Times
- ✓ Subscription Alerts

“The RouteShout Customer Web Portal is a terrific enhancement for our riders, and it has helped alleviate some specific challenges. Our clients have been thankful for this new service.”

*— Linda Bergling, Transit Administrator
Municipal Authority of Waterbury*

Discover innovative passenger and
transportation management technologies.

RouteMatch.com

info@routematch.com

404.876.5160



RouteMatch
Software™

Standard Report Descriptions

Manifest

- **Driver Manifest**

The Driver Manifest is a list of all customer trips for a selected vehicle. The manifest displays pickup and drop-off times and locations along with customer and trip information you select. It also contains data-entry fields for drivers to enter trip times and odometer readings. This report can be generated for both scheduled and actual data, grouped by driver or run, and organized by stop time, trip time, or 'will call.'

- **Trips Summary**

The Trips Summary report lists scheduled or actual trips for the chosen date. The report does not show garage stops and scheduled breaks, but shows trip data such as customer name, pick-up and drop-off time and location.

Mobile

- **Driver Directions**

The Driver Directions report provides point-to-point directions from the garage-stop to each stop on a Driver Manifest. This report can be printed to support the Driver Manifest. The Map Window and Show Route Lines must be active (from the Views icon) in the Scheduling module to generate the report.

- **Failed Messages – Currently not active**

The Failed Messages report displays text messages sent to or from a vehicle which were never received. This report is organized by vehicle and displays message data like the message sent, date/time sent, and who sent the message.

- **Messages by Dispatch – Currently not active**

The Messages by Dispatch report is an easy way to see dispatcher text messages and the drivers' responses. This report is organized by user and displays which vehicle the message was sent to, the message sent and its responding message.

- **Messages by Vehicle – Currently not active**

The Messages by Vehicle report is an easy way to see what text messages were sent from vehicles to dispatchers and the dispatchers' responses. This report is organized by vehicle and displays which vehicle the message was sent from, the message sent and its responding message.

- **Onboard Device Activity for Date**

The Onboard Device Activity for Date report shows activity reported by onboard devices for the selected date. The report is organized by vehicle and shows the time and odometer reading for each reported event.

Operational

- **Cancellations and No Shows**

The Cancellations and No Shows report lists individual trips that were no-shows, advance cancellations, or day-of cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows actual and scheduled items.

- **Cancellations and No Shows Verified Only**

The Cancellations and No Shows Verified Only report lists individual trips that were no-shows or cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows verified items only.

- **Collection Report**

The Collection report displays how much money a driver, vehicle or run was scheduled to collect, what should be collected, and what the customers paid. All data is verified and is grouped by vehicle, run, or driver.

- **Daily Inactivation Report**

The Daily Inactivation report lists customers that were inactivated during the date range selected, along with a list of trips that were deleted for the customers after their inactivation date.

- **NTD S-10**

The National Transit Database is a required report that provides data on the service supplied by the agency. The report shows a summary of the agency's operation based on the selected date range. To be compliant with NTD standards, the Definitions section of the Settings Module must be configured properly.

- **Operating Statistics**

The Operating Statistics report displays statistical information about agency operations. The report contains data for the selected range of days, the month associated with the last date in the range and the previous month.

- **Run Validation**

The Run Validation report shows a list of runs from the Verification module that have been verified incorrectly. The report checks against the settings configured on the Selection Criteria tab.

- **Schedule Validation**

The Schedule Validation report checks scheduled trips to see if any trip matches the trip distance and rider travel time criteria set in the Selection Criteria tab. The report displays scheduled trip information such as a trip's pickup time, time window, estimated trip distance, and scheduled travel time.

- **Standing Order Percent By Hour**

The Standing Order Percent By Hour report shows an hour-by-hour breakdown of standing orders, total trips, and the percentage of the total that standing orders account for.

- **Break Validation**

The Break Validation report returns break times and odometer readings.

- **Trip Count**

The Trip Count report shows trip count information based on options selected in the Report Options section of the Settings module.

Productivity

- **Driver Productivity**

The Driver Productivity report displays statistics based on driver. This report displays drivers' miles an hour and basic trip statistics associated with the driver.

- **On Time Performance**

The On Time Performance report shows early, late and on-time trip counts based on configurations set in the Selection Criteria tab. This tab is explained in the Online Help file for the On Time Performance report.

- **Productivity**

The Productivity report provides statistics on miles and hours as well as basic trip statistics. Data on the report can be grouped by funding source, service, or 'how cost computed.'

- **Productivity by Vehicle or Run**

The Productivity by Vehicle or Run report displays vehicle or run statistics for a selected date range. The report contains data such as service and revenue miles and hours, basic trip statistics, and revenue.

- **Scheduled vs. Actual Productivity**

The Scheduled vs. Actual Productivity report compares scheduled productivity statistics against actual productivity statistics (verified and unverified.) Stats are displayed side-by-side so users can spot productivity trends. The report is run by vehicle and "Maintain Scheduled Productivity Stats" must be set to 1 - Enabled in the Scheduling Options of the Settings module.

- **Trips Productivity**

The Trips Productivity report shows a summary of trips, organized by funding source, service, or 'how cost computed.' The report shows attendants, guests, mobility type, no shows, cancellations, revenue, and the percentage of total trips for the summary type selected.

- **Vehicle Productivity (By Mileage)**

The Vehicle Productivity (By Mileage) report shows odometer readings for each run that occurs during the selected date range which can be used for data validation. It also shows the amount of revenue miles, non-revenue miles, and service miles for selected vehicle runs during the date range.

- **Vehicle Productivity (By Time)**

The Vehicle Productivity (By Time) report shows time stamps for each run that occurs during the selected date range which can be used for data validation. It also shows the revenue hours, non-revenue hours, and service hours for selected vehicle runs during the date range.

Invoices

- **Detailed Invoice**

The Detailed Invoice lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, customer, or 'how cost computed.' The report also contains a trip data summary based on the selected grouping option.

- **Detailed Invoice Drill Down**

The Detailed Invoice Drill Down lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, customer, or 'how cost computed.'

- **Rider Under Payment**

The Rider Under Payment report is used to determine amounts owed by individual customers. The balance due is the difference between the adjusted rider payment and the payment collected.

- **Summary Invoice**

The Summary Invoice lists the summary of charges and trips for a selected funding source, or 'how cost computed.'

Notifications

- **Email Notification**

The Email Notification report shows a list of all email notifications sent through RouteMatch TS, the date it was sent and who it was sent to. The report is based on a selected range of days.

- **Fax Notification**

The Fax Notification report shows a list of all fax notifications sent through RouteMatch TS, the date it was sent and who it was sent to. The report is based on a selected range of days.

Standard Report Details

Driver Manifest

The Driver Manifest is a list of all customer trips for a selected vehicle. The manifest displays pickup and drop-off times and locations along with customer and trip information you select. It also contains data-entry fields for drivers to enter trip times and odometer readings. This report can be generated for both scheduled and actual data, grouped by driver or run, and organized by stop time, trip time, or 'will call.'

The Selection Criteria for this report contains two tabs. The **Main Selection** tab controls what data is on the report and the **Agency Specific Selection** Tab gives agencies the ability to add custom fields to the Driver Manifest.

Selection Criteria - Main Selection Tab

- **Date** - Select the date you want to run the Driver Manifest for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Create Blank Manifest** – Select this option to have the report printed with no data in the header of the report.
- **Print Double Sided?** – Select this option to have the report printed on both sides of the paper (front and back.)
- **Run By** - Select how you want trips to appear on the report, either by **Stop Time** or by **Trip Time**. If you select **Will Call**, only Will Call trips appear on the Manifest.
- **Data to Report On** - Select the type of trips you want to report on. **Scheduled** or **Actual**.
- **Group By** - Select either Vehicle or Driver. Your selection determines what is available in the **Available Items** box. If vehicle is selected, you can choose from Vehicles and their runs, if you select Driver, you select from Drivers and their vehicles.
- **Group By Run** - If this option is not selected, trips on the Manifest are sorted by time.

This option lists trips like they are listed in the scheduling module so even if a trip isn't specifically assigned to a run the trip is displayed with the run if starts between a run's start and end time.

When this option is selected, you can also select **Non-Run Trips as separate Run**.

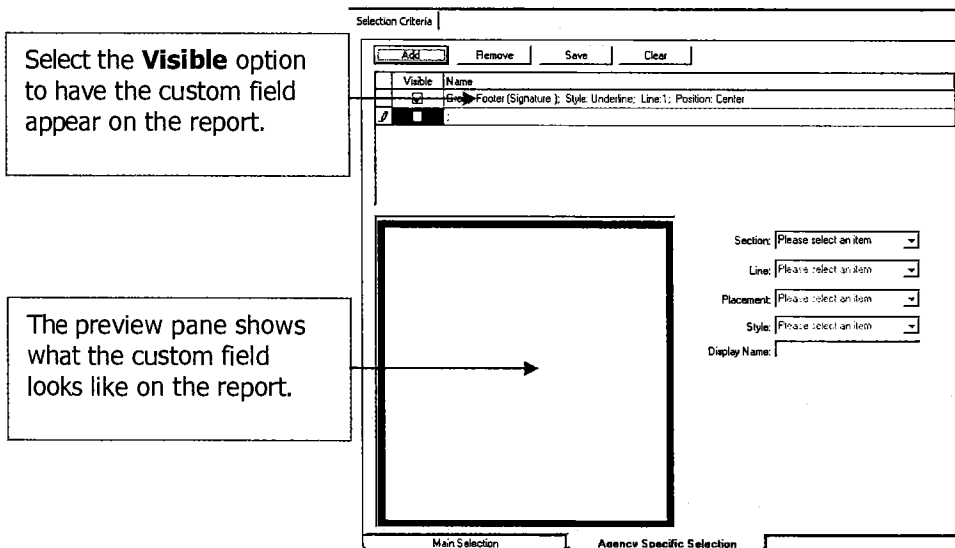
This option means trips assigned to the vehicle are listed on a vehicle run instead of under any named run the trip's start time might overlap with.

- **Available Items** - This is a list of Vehicles or Drivers you can select to add to the Driver Manifest report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of Vehicles or Drivers you have selected to add to the Driver Manifest report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Report Display Options** - These options can be selected to have them appear on the Driver Manifest. Clear the selection to remove that type of data from the report.
 - **Requested Time** – Display the trip’s negotiated pickup/dropoff request time.
 - **Funding Source** – Display the trip’s funding source.
 - **Fare Type** – Display all of the available fare types for this trip. If the trip is marked as a certain fare type, that type will appear in **bold** text.
 - **Phone #** - Display the customer’s first telephone number.
 - **Negotiated Time Window** – Display the trip’s negotiated pickup/dropoff time window.
 - **Address Comments** – Display comments about the address, entered on the Address module.
 - **Service** – Display the service associated with the trip.
 - **Zones** – Display the address’s zone.
 - **Assist. Need/Comment** – Display assistance needs and comments for a trip.
 - **Customer Internal ID** – Display the customer internal ID that appears on the Customer Module.
 - **Driver Validation Area** – Provides a set of data-entry boxes the driver needs to complete before returning the manifest.
 - **Program ID** – Display the customer’s program ID as shown in the Customer Module under eligibility.
 - **Address Type** – Display the address type (i.e. home address, garage, office, etc.)
 - **Garage Stops** – Display garage pull-in/pull-outs in the manifest.
 - **Breaks** – Display the break start and end time in the manifest.
 - **Override** – Display the override associated with the trip.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Selection Criteria - Agency Specific Selection Tab

This tab allows agencies to add up to nine customized fields in each section of the Driver Manifest.



There are several options that can be set to create and style the fields:


- **Section** – The part of the report the field appears in. This can be header, footer, or details.
- **Line** – The specific line of the section you want to create.
- **Placement** – Where on the line the field should appear. This can be right, left, or center.
- **Style** – A style or type of field to appear. This can be checkbox, underline, box, blank, and yes/no.
- **Display Name** – The name or label of the custom field.

The buttons at the top are used to create, modify, and save custom fields.

- Click **Add** to create a new custom field.
- Click **Remove** to delete the selected custom field.
- Click **Save** to save changes to the current custom field.
- Click **Clear** to remove all options selected for the current custom field. This option is not available until you have added enough styling options.

Driver Manifest Examples

Driver Manifest - Atlanta
 For Time Period: 09/20/2011
 Printed: 9/20/2011 8:15 am



Vehicle: ROUTE 3 Driver Name: []
 Run: Unassigned [5:00 am - 7:00 pm] Driver Signature: _____ Date: _____


Time	Run Start	First Pickup	Last Dropoff	Run End	Break 1 Start	Break 1 End	Break 2 Start	Break 2 End
Odometer								

Customer Name	Pickup Time	Pickup Address	Dropoff Time	Dropoff Address	Pickup Time	Dropoff Time	Pickup Odometer	Dropoff Odometer
George HUBBLE	5:00 AM	1400 E. Lake Road Riverview, FL 33557	5:00 AM	Scheduled Future				
Ruffin, Joan	6:15 AM	Joan Ruffin 4660 Tara Blvd Atlanta, GA 30328	7:00 am	1530 Popper Rd NE Atlanta, GA 30328	Complete <input type="checkbox"/>	Cancellation <input type="checkbox"/>	No Show <input type="checkbox"/>	
Customer Pay:	Customer Program ID	Customer Internal ID			Request: 7:00 am D	Webcam: 6:50 am - 7:00 am		
Alternate: <input type="checkbox"/>	Current: <input type="checkbox"/>	Mobile: <input type="checkbox"/>	Assistance: <input type="checkbox"/>	Funding Source: Vocational Rehab	Service: OCTA			
Park Type: 50	Assisted: <input type="checkbox"/>	Cash: <input type="checkbox"/>	Coaster: <input type="checkbox"/>					
Driver: 4	Tru/Birmingham - Des/LaRue - Delvyn							

Driver Manifest Report Page 1 of 1 Driver Initial: _____ RouteMatch TM Software

Blank Manifest

Driver Manifest -
 For Time Period:
 Printed: 9/20/2011 8:06 am



Vehicle: _____ Driver Name: []
 Run: [] Driver Signature: _____ Date: _____

Time	Run Start	First Pickup	Last Dropoff	Run End	Break 1 Start	Break 1 End	Break 2 Start	Break 2 End
Odometer								

Stop Time	Customer Name	Stop Address	Cost #	Request Time	Validation Information
					Stop Time: _____ Odometer: _____
					Stop Time: _____ Cancellation: <input type="checkbox"/> Odometer: _____ No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>
					Stop Time: _____ Cancellation: <input type="checkbox"/> Odometer: _____ No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>
					Stop Time: _____ Cancellation: <input type="checkbox"/> Odometer: _____ No Show: <input type="checkbox"/> Complete: <input type="checkbox"/>

Driver Manifest Report Page 1 of 1 Driver Initial: _____ RouteMatch TM Software

Trips Summary

The Trips Summary report lists scheduled or actual trips for the chosen date. The report does not show garage stops and scheduled breaks, but shows trip data such as customer name, pick-up and drop-off time and location.

The Selection Criteria for this report contains two tabs. The **Main Selection** tab controls what data is on the report and the **Agency Specific Selection** Tab gives agencies the ability to add custom fields to the report.

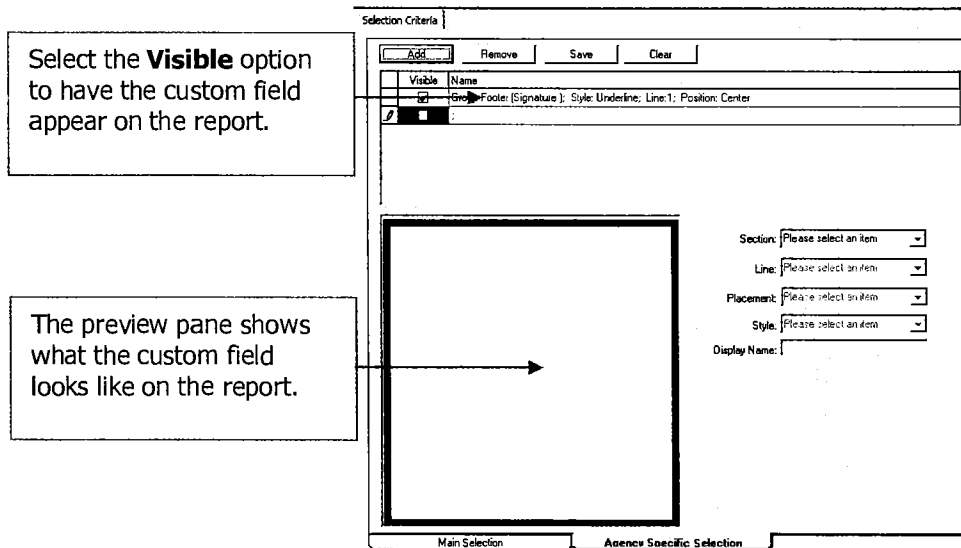
Selection Criteria - Main Selection Tab

- **Date** - Select the date you want to run the report for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Data to Report On** - Select the type of trips you want to report on. **Scheduled** or **Actual**.
- **Group By** - Select an option to group the trips on the report by either Vehicle or Driver.
- **Group by Run** - Select this option to further group the trips by Run. If you select **Non-Run Trips as separate Run**, those trips that are not in a run are grouped together.
- **Available Items** - This is a list of Vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of Vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Report Display Options** - These options can be selected to have them appear on the report. Clear the selection to remove that type of data from the report.
 - **Requested Time** - Display the trip's negotiated pickup/dropoff request time.
 - **Funding Source** - Display the trip's funding source.
 - **Fare Type** - Display all of the available fare types for this trip. If the trip is marked as a certain fare type, that type will appear in **bold** text.
 - **Phone #** - Display the customer's first telephone number.
 - **Assist. Need/Comment** - Display assistance needs and comments for a trip.
 - **Driver Validation Area** - Provides a set of data-entry boxes the driver needs to complete before returning the manifest.

- **Garage Stops** – Display garage pull-in/pull-outs in the manifest.
- **Breaks** – Display the break start and end time in the manifest.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Selection Criteria - Agency Specific Selection Tab

This tab allows agencies to add up to nine customized fields to each section of the Scheduled Trips Summary.



There are several options that can be set to create and style the fields:

- **Section** – The part of the report the field appears in. This can be header, footer, or details.
- **Line** – The specific line of the section you want to create.
- **Placement** – Where on the line the field should appear. This can be right, left, or center.
- **Style** – A style or type of field to appear. This can be checkbox, underline, box, blank, and yes/no.
- **Display Name** – The name or label of the custom field.

The buttons at the top are used to create, modify, and save custom fields.

- Click **Add** to create a new custom field.
- Click **Remove** to delete the selected custom field.
- Click **Save** to save changes to the current custom field.
- Click **Clear** to remove all options selected for the current custom field. This option is not available until you have added enough styling options.


Scheduled Trips Summary Report Example

Scheduled Trips Summary - Atlanta

For time period: 09/20/2011
Printed: 09/20/2011 09:28 am

Run Name: Unassigned Vehicle: ROUTE 3 Date For: 09/20/2011

Driver Name:



Time	Run Start	First Pickup	Last Dropoff	Run End	Break1 Start	Break1 End	Break2 Start	Break2 End
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Odometer	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Garage Pull Out	5:00 am	45 Ponce De Leont Ave NW Atlanta, GA 30307					
Ruffin, Joan	6:15 am	8600 Tara Blvd Atlanta, GA 30309	7:00 am	1830 Piedmont Rd NE Atlanta, GA 30324	Anbulatory		

Request Time: 7:00 am
Funding Source: Vocational Rehab
Assistance Needs:

Fare Type: .50 Assorted Cash Coupon

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Singleton, Joe	6:59 am	4269 Jonesboro Rd Atlanta, GA 30308	7:00 am	1830 Piedmont Rd NE Atlanta, GA 30324	Wheelchair		

Request Time: 7:00 am
Funding Source: Vocational Rehab
Assistance Needs:

Fare Type: .50 Assorted Cash Coupon

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Butts, Kathleen	7:59 am	1240 Old Chattahoochee Ave NW	8:00 am	2033 Metropolitan Pkwy SW Atlanta, GA 30309	Wheelchair		(770) 772-9222

Request Time: 8:00 am
Funding Source: Vocational Rehab
Scheduled Trips Summary

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Driver Directions

The Driver Directions report provides point-to-point directions from the garage-stop to each stop on a Driver Manifest. This report can be printed to support the Driver Manifest. The Map Window and Show Route Lines must be active (from the Views icon) in the Scheduling module to generate the report.

Start Date:

Available Items

COUNCIL ON AGING
Mini Van/Vehicle #1 816708

Selected Items

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:

- **Date** - Select the date you want to run the report for. Click the **Reload** button next to the Date field to populate the **Available Items** box.
- **Available Items** - This is a list of Vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of Vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Driver Directions Report Example

Stop #	Direction	Mileage
1	Start at "45 Ponce De Leon Ave NW"	0.00
	Proceed onto 06TH ST	0.02
	Continue straight onto 34TH AVE	0.00
	Turn left onto 07TH ST	0.24
	Turn right onto 30TH AVE	0.11
	Turn left onto RGD SEVELT RD	0.23
	Turn right onto 27TH AVE	0.04
	Turn left onto 07TH ST	0.01
	Turn right onto 27TH AVE	0.05
	Stop at "1115 River Overlook Dr"	0.00
	2	Start at "1115 River Overlook Dr"
Proceed onto 27TH AVE		0.05

This report contains turn-by-turn direction, telling the driver the exact route to follow from one stop to the next.

The report also shows mileage between each turn.

Onboard Device Activity for Date

The Onboard Device Activity for Date report shows activity reported by onboard devices for the selected date. The report is organized by vehicle and shows the time and odometer reading for each reported event.

Selection Criteria

Start Date: 2/23/2011

Destination:

Screen

Print

E-Mail As Word Document

Address:

Select the **Date** and **Destination** for the report.


Onboard Device Activity for Date Report Example

Time Stamp	Odometer	Event
2:31:30 pm	5,523	Driver Logon: Tony Banta
2:54:52 pm	5,523	Driver Logoff



Cancellations and No Shows

The Cancellations and No Shows report lists individual trips that were no-shows, advance cancellations, or day-of cancellations. Trips are grouped by funding source, service, or how cost computed. This report shows actual and scheduled items.

Selection Criteria

Start Date: 6/15/2012 End Date: 6/15/2012 

Grouping <input checked="" type="checkbox"/> Funding Source <input type="checkbox"/> Service <input type="checkbox"/> HowCostComputed	Data to Report On: <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Verified	How: <input checked="" type="checkbox"/> By Roulematch <input checked="" type="checkbox"/> By I/R	What kind: <input checked="" type="checkbox"/> Cancellations <input checked="" type="checkbox"/> No Show
---	---	--	---

Available Items	Selected Items
 Please set dates and then refresh...	 Please set dates and then refresh...
<input type="button" value="Add ->"/> <input type="button" value="<- Remove"/> <input type="button" value="<<- Remove All"/> <input type="button" value="Add All ->>"/>	

Report Display Options Address: _____ City: _____ State: _____ Zip Code: _____ Comments: _____	Destination <input checked="" type="radio"/> Screen <input type="radio"/> Print <input type="radio"/> E-Mail As Word Document Address: _____
---	---

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items sources you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Cancellations and No Shows Report Example

Customer Name / Phone Number		Date	Pickup Address	Dropoff Address	Adv. Cancel	Late Cancel	Late Cancel	No Show
		Time (PU:DO)			Cancel	Unverified	Verified	Show
Brown, Dena								
01/03/2011	294 Sawgrass Way, Atlanta, GA 30305	9:00 am (PU)	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312				X	
Total for Brown, Dena :					0	0	1	0
Brown, Katrina								
01/03/2011	294 Sawgrass Way, Atlanta, GA 30305	9:00 am (PU)	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312					X
Total for Brown, Katrina :					0	0	0	1
Total For :					0	0	1	1

Cancellations and No Shows Verified Only

The Cancellations and No Shows Verified Only report lists individual trips that were no-shows or cancellations. Trips are grouped by funding source, service, or 'how cost computed.' This report shows verified items only.

Selection Criteria

Start Date: 10/22/2009 End Date: 2/8/2011

Grouping Funding Source Service HowCostComputed Details

Available Items

RELOAD

Selected Items

Report Display Options

Address: _____

City: _____

State: _____ Zip Code: _____

Comments: _____

Destination

Screen


Print

E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items sources you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.


Cancellations and No Shows Verified Only Report Example

Cancellations and No Shows Verified Only Service - Atlanta				
For Time Period: 01/03/2011 to 01/05/2011				
Printed: 1/5/2011 12:10 pm		OCTA Phone: Ext:		
Customer Name / Date Time (PU,DO)	Phone Number Pickup Address	Dropoff Address	Cancellation	No Show
Brown, Dale				
01/03/2011 9:00 am (PU)	204 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312	X	
Total for Brown, Dale :			1	0
Brown, Kabrena				
01/03/2011 9:00 am (PU)	204 Sawgrass Way, Atlanta, GA 30305	Lauren King 110 Pavilion Pkwy, Atlanta, GA 30312		X
Total for Brown, Kabrena :			0	1
Total For :			1	1

Collection Report

The Collection report displays how much money a driver, vehicle or run was scheduled to collect, what should be collected, and what the customers paid. All data is verified and is grouped by vehicle, run, or driver.

Selection Criteria |

Start Date: 2/10/2010 End Date: 2/10/2011 

Grouping: Vehicle Run Driver

Available Items	Selected Items
<ul style="list-style-type: none"> <input type="checkbox"/> QTS <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902 <input type="checkbox"/> 903 <input type="checkbox"/> 904 <input type="checkbox"/> 905 <input type="checkbox"/> 906 <input type="checkbox"/> 1001 	<div style="text-align: center;"> <p>Add -></p> <p><- Remove</p> <p><<- Remove All</p> <p>Add All >></p> </div>

Report Display Options: Address: _____ City: _____ State: _____ Zip Code: _____ Comments: _____

Destination: Screen Print E-Mail As Word Document Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Vehicle, Run, or Driver. The item you select determines what appears in the **Available Items** list.
- **Available Items** - This is a list of vehicles, runs, or drivers you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles, runs, or drivers you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Collection Report Example

Driver Collection Report - Atlanta						
For Time Period: 01/04/2011 - 01/05/2011						
Printed: 02/22/2011 04:27 pm						
Driver		Customer Pay Expected	Customer Pay Adjusted	Diff Between Sch & Act	Customer Pay Collected	Balance Due
John Driver						
01/04/2011						
Vehicle: VAN 11, Run: PHI 17:00 - 23:45						
General Public						
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Total for Vehicle: VAN 11, Run: PHI 17:00 - 23:45						
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Total for 01/04/2011						
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Total for John Driver						
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00
Grand Total						
	2 Trips	\$ 0.00	\$ 2.00	(\$2.00)	\$ 0.00	\$ 2.00

Daily Inactivation Report

The Daily Inactivation report lists customers that were inactivated during the date range selected, along with a list of trips that were deleted for the customers after their inactivation date.

Selection Criteria |

Start Date: End Date:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Destination

Screen

Print

E-Mail As Word Document

Address:

Daily Inactivation Report Example

Daily Inactivation Report - Atlanta						
For Time Period: 01/01/2010 To 02/22/2011						
Printed: 2/22/2011 7:10 pm						
White, Betty Customer Internal ID:						
Date Inactivated: 8:16:17 am						
TripDate	Reservation	PUaddress	Req_PU	POaddress	Req_DO	Days of Week
	3	2471 Iranson	0001	600 Floyd Dr SE	1000	Sa

NTD-S10

The National Transit Database is a required report that provides data on the service supplied by the agency. The report shows a summary of the agency's operation based on the selected date range. To be compliant with NTD standards, the Definitions section of the Settings Module must be configured properly.

Selection Criteria |

Start Date: End Date:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Destination

Screen

Print

E-Mail As Word Document

Address:


NTD-S10 - Required Compliance Settings

To be compliant with NTD standards, agencies must configure the Definitions section of the Settings module to match the following:

Definitions	
Revenue Miles And Hours Includes Deadhead?	False
Revenue Miles And Hours Includes Revenue Breaks?	False
Service Miles And Hours Includes Deadhead?	True
Service Miles And Hours Includes Service Breaks?	True
Ignore Garage Pull Out And Pull In?	False
Service Miles And Hours Includes Revenue Breaks?	True
Breaks Are From Lastdropoff Of Previous Trip To Next Trip Pickup?	True
Exclude Gaps Between Runs?	False
Revenue Begins At First Stop?	False
Revenue Ends At Conclusion Of Last Stop?	False

NTD-S10 Report Example

NTD Form: Service Non-Rail (S-10) Mode: DR
Service DO - Atlanta
For Time Period: 01/01/2011 to 01/05/2011
Printed: 1/5/2011 2:10 pm



Maximum Service Vehicles

01 Vehicles operated in annual maximum service (VOMS)

02 Vehicles available for annual maximum service

Periods of Service	Average Weekday	Average Saturday	Average Sunday	Annual Total
03 Time service begins	7:15	5:00	5:00	
04 Time service ends	18:27	15:00	18:00	

Service Supplied

06 Vehicles in operation	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="2"/>	
11 Total actual vehicle miles	<input type="text" value="32"/>	<input type="text" value="25"/>	<input type="text" value="30"/>	<input type="text" value="240"/>
12 Total actual vehicle revenue miles (VRM)	<input type="text" value="17"/>	<input type="text" value="10"/>	<input type="text" value="15"/>	<input type="text" value="120"/>
12a Deadhead miles	<input type="text" value="15"/>	<input type="text" value="15"/>	<input type="text" value="15"/>	<input type="text" value="120"/>
14 Total actual vehicle hours	<input type="text" value="12.19"/>	<input type="text" value="14.00"/>	<input type="text" value="12.00"/>	<input type="text" value="102.75"/>
15 Total actual vehicle revenue hours	<input type="text" value="2.38"/>	<input type="text" value="1.98"/>	<input type="text" value="2.25"/>	<input type="text" value="17.65"/>
15a Deadhead hours	<input type="text" value="8.80"/>	<input type="text" value="12.04"/>	<input type="text" value="10.75"/>	<input type="text" value="94.80"/>
16 Charter service hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
17 School bus hours	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Service Consumed

18 Unlinked passenger trips (UPT)	<input type="text" value="3"/>	<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="21"/>
19 Americans with Disabilities Act of 1990 (ADA) unlinked passenger trips (UPT)				<input type="text" value="0"/>
19a Sponsored Service				<input type="text" value="0"/>
20 Passenger miles traveled (PMT)	<input type="text" value="25"/>	<input type="text" value="7"/>	<input type="text" value="10"/>	<input type="text" value="136"/>

Service Operated (Days)	Weekdays	Saturdays	Sundays	Annual Total
21 Days schedule operated	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="1"/>	<input type="text" value="4"/>
22 Days not operated due to strikes	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
23 Days not operated due to officially declared emergencies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Operating Statistics

The Operating Statistics report displays statistical information about agency operations. The report contains data for the selected range of days, the month associated with the last date in the range and the previous month.

Selection Criteria |

Start Date: 2/8/2011 End Date: 2/9/2011 Data: Verified Scheduled Actual

Destination:
 Screen
 Print
 E-Mail As Word Document
 Address: _____

Select the **Start Date**, **End Date**, and **Destination** for the report.
 In the **Data** section, select the type of data you want to report on; **Verified**, **Scheduled**, or **Actual**.

Operating Statistics Report Example

Operating Statistics - Atlanta									
For Time Period: 01/04/2011 To 01/06/2011									
Printed: 1/6/2011 12:11 pm									
	Operating Days	One Way Trips	Attendant	Guest	No Show	Total Passengers	Cancel	New Customer	Revenue
	Service Hours	Revenue Hours	Non Revenue Hours	Service Miles	Revenue Miles	Non Revenue Miles	Passengers/Service Hour	Service Miles/Service Hour	Passengers/Service Mile
01/04/2011 - 01/06/2011	1	2	0	1	0	3	0	1	\$ 0.00
	10.75	2.50	8.25	30	15	15	0.26	2.79	0.10
December 2010	1	9	0	0	0	9	0	0	\$ 0.00
	40.00	9.85	30.15	115	70	45	0.23	2.88	0.08
January 2011	4	16	0	1	2	17	1	2	\$ 0.00
	102.75	17.28	85.47	240	120	120	0.17	2.34	0.07



Run Validation

The Run Validation report shows a list of runs from the Verification module that have been verified incorrectly. The report checks against the settings configured on the Selection Criteria tab.

Selection Criteria |

Start Date: 2/8/2011 End Date: 2/10/2011

Filter by Time and Distance

Time (hrs) > 0

Distance > 0

Break Time (Min) > 0

Break Distance > 0

Destination:
 Screen
 Print
 E-Mail As Word Document
 Address: _____

Select the **Start Date**, **End Date**, and **Destination** for the report.
 Select the criteria you want to check against and then select the value and if you want the value to be greater than or less than the data.

Run Validation Report Example

Run Validation Report													RouteMatch SOFTWARE					
For Date Range: 01/01/2009 to 12/31/2009										Filtered For								
Printed: 2/24/2011 7:02 am										Service/Revenue Miles > 300 Miles								
										Service/Revenue Hours > 24 Hours								
										-or- Any Negative productivity numbers								
										Stats exceeding above parameters highlighted in red								
										Un-verified runs are highlighted in bold.								
Run	Vehicle	Run Start Time	1st PU Time	Last DO Time	Run End Time	Run Start Miles	1st PU Miles	Last DO Miles	Run End Miles	Total Break Time	Total BZMA Miles	Service Miles	Service Hours	Revenue Miles	Revenue Hours			
Date: 02/14/2009																		
401	6525	4:45 am	5:20 am	4:40 pm	5:00 pm	110,291	0	112,309	119,430	0	0	139	12	172,259	11.33			
411	6650	5:00 am	6:40 am	5:00 pm	6:30 pm	37,068	38,097	38,250	38,307	0	0	1,139	13	193	10.23			
										Number of Validation Issues: 2			0	0	1,378	25	€19,982	21.87
Date: 02/16/2009																		
402	6622	5:45 am	5:50 am	4:08 pm	4:45 pm	906,350	906,362	906,832	908,658	0	0	1,508	11	1,442	10.30			
408	6645	8:55 am	8:25 am	5:03 pm	6:10 pm	36,565	36,700	36,816	36,830	0	0	1,245	12	316	10.63			
431	6244	4:30 am	5:20 am	9:58 am	10:25 am	154,790	159,810	159,875	159,887	0	0	5,102	5	65	4.63			
										Number of Validation Issues: 3			0	0	7,886	28	1,821	28.97

Schedule Validation

The Schedule Validation report checks scheduled trips to see if any trip matches the trip distance and rider travel time set in the Selection Criteria tab. The report displays scheduled trip information such as a trip's pickup time, time window, estimated trip distance, and scheduled travel time.

Selection Criteria

Trip Date: 2/15/2011

Filter Trips On Time and Distance Include Cancelled Trips Include Deleted Trips

Rider is onboard: More Than Minutes

Trip Distance is: Less Than Miles

Available Items	Selected Items
<input type="checkbox"/> QTS <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 900 <input type="checkbox"/> 904 <input type="checkbox"/> 905 <input type="checkbox"/> 906 <input type="checkbox"/> 1001 <input type="checkbox"/> 1010	<input type="checkbox"/> QTS <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902

Destination:

Screen
 Print
 E-Mail As Word Document

Address: _____

- **Trip Date** - Select the date you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Filter Trips on Time and Distance** - Select this option to have the report run against the amount of time a rider is onboard and the distance of their trip. The options for those times are displayed when this is selected.
 - **Rider is onboard** - Select More Than or Less Than, and then select a number of minutes a rider can be on board before the trip appears on the report.
 - **Trip Distance is** - Select More than or Less Than, and select the distance a trip's estimated distance is compared to the rider's travel time.
- **Include Cancelled Trips** - Select this option to have cancelled trips appear on the report.
- **Include Deleted Trips** - Select this option to have deleted trips appear on the report.

- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Schedule Validation Report Example

Schedule Validation Report - Atlanta												
For time period: 01/06/2011												
Printed: 01/05/2011 01:22 pm												
Early Window	PU Time	Late Window	Variance (minutes)	Customer	Mobility	PU Address	DO Address	DO Time	Type	Schedule Method	Est. Distance	Travel Time
Vehicle Pool: Public												
Veh: VAN 11 - Run: PH1												
22:30	22:45	23:00	0	da Vinci, Leonardo	Ambulatory	1400 Northside Dr Ne	1280 Peachtree St Ne	23:15	DR	Manual	2.93	30
20:50	21:05	21:20	0	da Vinci, Leonardo	Ambulatory	1280 Peachtree St Ne	1400 Northside Dr Ne	21:35	DR	Manual	2.21	30
Trips on Vehicle VAN 11/Run PH1: 2												
Total trips for 01/06/2011: 2												

Standing Order Percent By Hour

The Standing Order Percent By Hour report shows an hour-by-hour breakdown of standing orders, total trips, and the percentage of the total that standing orders account for.

Selection Criteria |

Start Date: End Date:

Destination:

Screen


Print

E-Mail As Word Document

Address:

Select the **Start Date, End Date,** and **Destination** for the report.

Standing Order Percent By Hour Report Example

Standing Order Percentage Report - Atlanta				
For time period: 01/01/2011 - 01/06/2011				
Printed: 01/05/2011 01:25 pm				
Requested Hour	Trip Count	Standing Orders	Standing Order %	
5	4	4	100.00	
7	15	15	100.00	
8	45	45	100.00	
9	91	91	100.00	
10	15	15	100.00	
11	31	31	100.00	
12	20	20	100.00	
13	16	16	100.00	
14	28	28	100.00	
15	39	38	100.00	
16	27	27	100.00	
17	32	32	100.00	
18	4	4	100.00	
21	2	0	0.00	
22	5	4	80.00	
23	1	0	0.00	
Totals	374	370	98.93	

Break Validation

The Break Validation report returns break times and odometer readings.

Selection Criteria

Start Date: 10/17/2011 End Date: 10/17/2011

Filter by Time and Distance

Time (hrs) [] [0]

Distance [] [0]

Break Time (Min) [] [0]

Break Distance [] [0]

Destination

Screen

Print

E-Mail As Word Document

Address: []

Select the **Start Date**, **End Date**, and **Destination** for the report.

Select the criteria you want to check against and then select the value and if you want the value to be greater than or less than the data.

Break Validation Report Example

Break Validation - Atlanta		RouteMatch Software™											
For Time Period: 08/20/2010 To 08/20/2010													
Printed: 10/7/2011 11:08 am													
Date	Vehicle Name	Miles						Minutes					
		Last Dropoff Before Break (LDO)	Break Start Odometer (BSO)	Break End Odometer (BEO)	First Pickup After Break (FPO)	Break Miles (BSO - BEO)	Break Miles (LDO - FPO)	Last Dropoff Before Break (LDT)	Break Start Time (BST)	Break End Time (BET)	First Pickup After Break (FPT)	Break Min. (EST - BET)	Break Min. (LDT - FPT)
08/20/2010	421	45	55	60	70	5	25	10:40 am	11:45 am	12:15 pm	1:00 pm	30	140
08/20/2010	422	55	65	75	80	10	25	9:45 am	11:00 am	11:30 am	12:30 pm	30	165
08/20/2010	423	45	50	60	70	10	25	10:15 am	10:45 am	11:15 am	2:00 pm	30	225
08/20/2010	441	60	75	65	90	10	30	12:00 pm	12:30 pm	1:00 pm	1:05 pm	30	65
08/20/2010	442	85	90	100	115	10	30	2:20 pm	2:25 pm	3:00 pm	5:00 pm	35	160

Trip Count

The Trip Count report shows trip count information based on options selected in the Report Options section of the Settings module.

Selection Criteria |

Start Date: End Date:

Destination:

Screen

Print

E-Mail As Word Document

Address:

Select the **Start Date**, **End Date**, and **Destination** for the report.

Settings Module - Report Options

The following options are used to populate data on the Trip Count report.



Report Options

- Fr Report Fare Type Display 1
- Fr Report Fare Type Display 2
- Fr Report Fare Type Display 3

- Fr Report Fare Type Display 3 As All Other Fare Types? False
- Trip Count Report Display Funding Source? True
- Trip Count Report Display Setting?
- Trip Count Report Display How Cost Computed?
- Trip Count Report Display Trip Purposes?
- Trip Count Report Display Billing Category?
- Trip Count Report Display Fare Type?
- Trip Count Report Display Home County? True
- Trip Count Report Display Day Of Week? True

Select True to have the item appear on the report. Select False to remove the item from the report.

- Trip Count Report Display Elderly? True
- Trip Count Report Display Time Of Day? True
- Header #1 To Display On The Fixed Route Manifest? Full Fares
- Header #2 To Display On The Fixed Route Manifest? Reduced Fares
- Header #3 To Display On The Fixed Route Manifest?? Other
- Choose By Vehicles As Default For Driver Manifest Form? True
- Connection Timeout 300

Trip Count Report Example

Trip Count Report		RouteMatch Software						
For Time Period: 03/01/2009 to 03/31/2009								
Billing Category	Trips	CS	NS	Att	Guest	Amb	WC	Other
0.00	6	1	0	4	0	5	1	0
Not assigned	8,482	742	121	366	89	6,950	1,494	38
4.00	2	0	1	0	0	2	0	0
5.00	4	0	0	4	0	4	0	0
Billing Category Totals:	8,494	743	122	364	89	6,961	1,495	38
Day of Week	Trips	CS	NS	Att	Guest	Amb	WC	Other
Monday	1,867	253	18	70	4	1,521	333	13
Tuesday	1,911	137	26	55	6	1,619	285	7
Wednesday	1,472	92	21	52	14	1,235	231	6
Thursday	1,375	98	23	46	9	1,138	232	5
Friday	1,367	111	23	52	22	1,169	195	3
Saturday	285	23	5	50	19	138	127	0
Sunday	237	29	6	39	15	141	82	4
Day of Week Totals:	8,494	743	122	364	89	6,961	1,495	38
Elderly	Trips	CS	NS	Att	Guest	Amb	WC	Other
Non Elderly	8,382	736	117	351	87	6,917	1,427	38
Elderly	112	7	5	13	2	44	68	0
Elderly Totals:	8,494	743	122	364	89	6,961	1,495	38

Driver Productivity

The Driver Productivity report displays statistics based on driver. This report displays drivers' miles an hour and basic trip statistics associated with the driver.

Selection Criteria

Start Date: End Date:

Available Items

Selected Items

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print


E-Mail As Word Document

Address:

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Details** -
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Driver Productivity Report Example

Driver Productivity - Atlanta														
For time period: 04/05/2011 to 04/06/2011														
Printed: 05/18/2011 09:40 am														
														
Driver Name	Miles Worked	Break Miles	Total Miles	Hours Worked	Break Hours	Total Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	One Way Trips	Trip Cost	Total Passengers
Driver: John														
4/5/11	35	0	35	14.00	0.00	14.00	0	2	0	0	0	2	\$ 12.00	2
4/6/11	45	0	45	14.00	0.00	14.00	0	2	0	0	0	2	\$ 12.00	2
Driver: Driver, John														
Sub Total:	80	0	80	28.00	0.00	28.00	0	4	0	0	0	4	\$ 24.00	4
Grand Total:	80	0	80	28.00	0.00	28.00	0	4	0	0	0	4	\$ 24.00	4

On-Time Performance

The On Time Performance report shows early, late and on-time trip counts based on configurations set in the Selection Criteria tab.

Selection Criteria

Rules apply to selected timing performance, in case PU w/DD Appointment matching either rule for PU/DD qualifies as late/early.

Start Date: 2/22/2011 End Date: 2/22/2011

Late:

PU Arrive -> Requested Time - Threshold 15 minutes

DO Arrive -> Requested Time - Threshold 10 minutes

Early:

PU Arrive -> Requested Time - Threshold 15 minutes

DO Arrive -> Requested Time - Threshold 15 minutes

Column Interval 10 minutes

Exclude early from late count

Exclude no shows from total trip counts

Exclude same day cancels from total trip counts

Group Report By:

Available Items		Selected Items
Run	Add -> <- Remove <<- Remove All Add All >>	
Funding Source		
Service		
Driver		
Vehicle Pool		
Trip Type		
Trip Purpose		

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.

- **Late** - Select the pick-up and drop-off timing threshold to create a 'late' window for trips.
 - Select either Arrive or Depart as the activity to base the threshold on.
 - Select the type of time you want to check on. Either Late Window, Requested Time, or Scheduled time.
 - Select the number of minutes you want to set for the window.

For example, if you select 'Arrive > Requested Time, Threshold 15 minutes,' a pickup or drop-off arrival will be late after 15 minutes after the requested time for that trip.
- **Early** - Select the pick-up and drop-off timing threshold to create an 'early' window for trips.
 - Select either Arrive or Depart as the activity to base the threshold on.
 - Select the type of time you want to check on. Either Early Window, Requested Time, or Scheduled time.
 - Select the number of minutes you want to set for the window.

For example, if you select 'Arrive > Requested Time, Threshold 15 minutes,' a pickup or drop-off arrival will be early if the vehicle arrives more than 15 minutes before the requested time for the trip.
- **Column Interval** - Select a number of minutes to set the report column intervals for both late and early.
- **Exclude early from late count** - Select this option to include early trips in the on-time trips calculation on the report.
- **Exclude no shows from total trip counts** - With this option selected, trips that were no-shows are not included in the trip count.
- **Exclude same day cancels from trip counts** - With this option selected, trips that were canceled on the day they were to be run are not included in the trip count.
- **Available Items** - This is a list of items you can select to group the report by. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items you have selected to group the report by. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

On Time Performance Report Example

On Time Performance - Atlanta															RouteMatch Software				
For Time Period: 01/01/2011 to 01/05/2011																			
Printed: 1/5/2011 2:14 pm																			
Grouped by: Service																			
<div style="display: flex; justify-content: space-between;"> LATE On Time EARLY </div>																			
Date	>30	26-30	21-25	16-20	11-15	6-10	1-5	1-5	6-10	11-15	16-20	21-25	26-30	>30	Total Trips	Late Trips	% Late	Early Trips	% Early
Pickup 01/04/2011	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
Pickup	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
Totals for:	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
OCTA																			
Pickup 01/01/2011	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	100.0	0	0
Pickup 01/02/2011	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0
Pickup 01/03/2011	1	0	0	1	0	0	0	2	0	0	0	0	0	0	1	0	0	1	20.0
Pickup	1	0	0	2	0	0	0	3	0	0	0	0	0	1	0	0	1	14.3	
Pickup with Appointment 01/03/2011	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0
Pickup with Appointment	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0
Totals for: OCTA	1	0	0	2	0	0	0	4	0	0	0	0	0	1	0	0	1	12.5	
Totals	1	0	0	2	0	0	0	6	0	0	0	0	0	10	3	30.00	1	19.00	
Percent	10.00	0.00	0.00	20.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00				

Period Summary:

3 Late Trips

1 Early Trips

10 Total Trips

70.00 Percent On Time

Productivity

The Productivity report provides statistics on miles and hours as well as basic trip statistics. Data on the report can be grouped by funding source, service, or how cost computed.

Selection Criteria

Start Date: 2/8/2011 End Date: 2/9/2011 Details

Grouping: Funding Source Service HowCostComputed

Data: Verified Actual Scheduled

Available Items

AG
HSVS
VA

Selected Items

Report Display Options

Address: _____

City: _____

State: _____ Zip Code: _____

Comment: _____

Destination

Screen

Print


E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Funding Source, Service, or HowCostComputed. The item you select determines what appears in the **Available Items** list.
- **Data** - Select the type of data you want to view on the report. Either Verified, Actual, or Scheduled.

- **Available Items** - This is a list of items that can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Productivity Report Example

Productivity by Funding Source - Atlanta										
For Time Period: 01/01/2011 to 01/05/2011										
Printed: 01/05/2011 05:10 pm										
										
Service Miles	Non-Rev Miles	No Show Miles	Revenue Hours	Passenger Hours	Cancel	Attnd Count	AMB	Vehicle Miles	Passengers	
Revenue Miles	Passenger Miles	Service Hours	Non-Rev Hours	No Show Hours	No Shows	Guest Count	Wheelchairs	Vehicle Hours	One Way Trips	
General Public										
30	15	0	2.50	1.50	0	0	2	30	3	
15	15	10.75	8.25	0.00	8	1	8	10.75	2	
Medicaid										
15	8	8	8.75	0.50	8	0	1	30	1	
8	5	6.00	5.25	0.00	0	0	0	12.00	1	
Vocational Rehab										
195	98	10	14.70	9.12	0	2	15	210	17	
98	115	86.00	71.38	0.58	1	8	0	92.00	15	
Grand Totals										
240	120	10	17.95	11.12	0	2	18	270	21	
120	135	102.75	84.80	0.50	1	1	0	114.75	18	

Productivity by Vehicle or Run

The Productivity by Vehicle or Run report displays vehicle or run statistics for a selected date range. The report contains data such as service and revenue miles and hours, basic trip statistics, and revenue.

Selection Criteria

Start Date: 2/15/2011 End Date: 2/16/2011 Customer Driver Details

Grouping: Vehicle Run

Data: Verified Actual Scheduled

Available Items

- QTS
- 800
- 801
- 901
- 902
- 903
- 904
- 905
- 906
- 1001
- 101.0

Selected Items

- QTS
- 802
- 903
- 904
- 905
- 906

Report Display Options

Address: _____

City: _____

State: _____ Zip Code: _____

Comments: _____

Destination

Screen

Print


E-Mail As Word Document

Address: _____

- **Customer** - Select this option to have the report add customer information on the sub-reports selectable in the Preview navigation tree.
- **Driver** - Select this option to display the driver name on the vehicle sub-report.

- **Details** - Select this option to show per-date details on the report. Clear the selection to only show vehicle subtotals.
- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how the report should be generated, either by Vehicle or Run. The item you select determines what appears in the **Available Items** list.
- **Data** - Select the type of data you want to view on the report. Either Verified, Actual, or Scheduled.
- **Available Items** - This is a list of vehicles or runs you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles or runs you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.


Productivity By Run Report Example

Run Productivity Report - Atlanta															
For time period: 01/01/2011 to 01/05/2011															
Printed: 01/05/2011 03:34 pm															
															
	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	One Way Trips	Revenue	Run Charge	Total Passengers
Public															
Run:PHI															
Sub Total:	15	15	30	2.50	4.25	6.75	0	2	0	1	0	2	\$ 0	\$ 0.00	3
Run:Veh:VAN 99															
Sub Total:	15	15	30	1.40	10.60	12.00	0	4	2	0	1	4	\$ 0		6
Total for Public	30	30	60	3.90	14.85	18.75	0	6	2	1	1	6	\$ 0	\$ 0.00	9

Productivity By Run Sub-Report Example

Run:PHI																								
Driver: Driver, John																								
Date	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	Client One Way Trips	Revenue	Run Charge	Total Passengers									
01/04/2011	15	15	30	2.50	4.25	6.75	0	2	0	1	0	2	\$ 0.00	\$ 0.00	3									
<table border="1" style="width:100%"> <thead> <tr> <th>Customer Name</th> <th>Pick-Up Address</th> <th>Drop-Off Address</th> </tr> </thead> <tbody> <tr> <td>da Vinci, Leonardo</td> <td>1280 Peachtree St Ne Atlanta, GA 30309</td> <td>1400 Northside Dr Nw Atlanta, GA 30318</td> </tr> <tr> <td>da Vinci, Leonardo</td> <td>1400 Northside Dr Nw Atlanta, GA 30318</td> <td>1280 Peachtree St Ne Atlanta, GA 30309</td> </tr> </tbody> </table>																Customer Name	Pick-Up Address	Drop-Off Address	da Vinci, Leonardo	1280 Peachtree St Ne Atlanta, GA 30309	1400 Northside Dr Nw Atlanta, GA 30318	da Vinci, Leonardo	1400 Northside Dr Nw Atlanta, GA 30318	1280 Peachtree St Ne Atlanta, GA 30309
Customer Name	Pick-Up Address	Drop-Off Address																						
da Vinci, Leonardo	1280 Peachtree St Ne Atlanta, GA 30309	1400 Northside Dr Nw Atlanta, GA 30318																						
da Vinci, Leonardo	1400 Northside Dr Nw Atlanta, GA 30318	1280 Peachtree St Ne Atlanta, GA 30309																						

Productivity By Vehicle Report Example

Vehicle Productivity Report - Atlanta														
For time period: 01/01/2011 to 01/05/2011														
Printed: 01/05/2011 02:22 pm														
														
	Revenue Miles	Non-Rev Miles	Service Miles	Revenue Hours	Non-Rev Hours	Service Hours	WC Trips	AMB Trips	Attndts	Guests	No Show	One Way Trips	Revenue	Total Passengers
Public														
Vehicle:VAN 11														
Sub Total:	15	15	30	2.50	8.25	10.75	0	2	0	1	0	2	\$-2	3
Vehicle:VAN 99														
Sub Total:	15	15	30	1.40	10.60	12.00	0	4	2	0	1	4	\$-5	6
Total for Public														
	30	30	60	3.90	18.85	22.75	0	6	2	1	1	6	\$-7	9

Scheduled vs. Actual Productivity

The Scheduled vs. Actual Productivity report compares scheduled productivity statistics against actual productivity statistics (verified and unverified.) Stats are displayed side-by-side so users can spot productivity trends. The report is run by vehicle and "Maintain Scheduled Productivity Stats" must be set to 1 - Enabled in the Scheduling Options of the Settings module.

Selection Criteria

Start Date: End Date: Details

Available Items

Selected Items

Report Display Options

Address:

City:

State: Zip Code:

Comments:

Destination

Screen

Print

E-Mail As Word Document

Address:

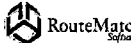
- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Available Items** - This is a list of vehicles that can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Scheduled vs. Actual Productivity Report Example

Productivity Comparison Report

For Date Range: 11/15/2010 to 11/15/2010



DEL
Vehicle: - 6348

	Passenger Counts				Trip Counts			Hours				Distance (Miles)				
	CLI	Guest	Attns	Total	Trips	NS	Cancel	Service	Revenue	OH	Pax/SH	Pax/RH	Service	Revenue	Pax/SM	Pax/RM
Comparison For: Vehicle: - 6348																
Scheduled	21				21			9.12	6.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	
Total For: DEL																
Scheduled	21				21			9.12	6.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	
Grand Totals																
Scheduled	21				21			9.12	6.17	2.95	0.00	0.00	72	57	0.00	0.00
Actual	21	0	0	21	21	0	0	12.25			1.71		100		0.21	

Trips Productivity

The Trips Productivity report shows a summary of trips, organized by funding source, service, or 'how cost computed.' The report shows attendants, guests, mobility type, no shows, cancellations, revenue, and the percentage of total trips for the summary type selected.

Selection Criteria

Start Date: 10/22/2009 End Date: 2/9/2011 Details

Grouping: Funding Source Service HowCostComputed

Available Items	Selected Items
<div style="background-color: #f0f0f0; padding: 2px; border: 1px solid black;">11/15/2010</div>	
<input type="button" value="Add ->"/> <input type="button" value="← Remove"/> <input type="button" value="←← Remove All"/> <input type="button" value="Add All ->>"/>	

Report Display Options

Address: _____

City: _____

State: _____ Zip Code: _____

Comments: _____

Destination

Screen

Print

E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.
- **Grouping** - Select how data should be displayed on the report; either by Funding Source, Service, or HowCostComputed. Your selection determines the items you can choose from in the **Available Items** list.
- **Available Items** - This is a list of items you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of items you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.


Trips Productivity Report Example

Trips By Funding Source - Atlanta		RouteMatch Software								
For Time Period: 01/01/2011 to 01/05/2011										
Printed: 01/05/2011 12:22 pm										
Funding Source										
	Trips	Attendants	Guests	No Shows	Cancelled	Ambulatory	Wheelchairs	Revenue	% Revenue	% Trips
General Public	2	0	1	0	0	2	0	\$ 0.00	0	12.50
Medicaid	1	0	0	0	0	1	0	\$ 0.00	0	8.25
Vocational Rehab	13	0	0	2	1	13	0	\$ 0.00	0	81.25
Totals:	16	0	1	2	1	16	0	\$ 0.00		

Vehicle Productivity (By Mileage)

The Vehicle Productivity (By Mileage) report shows odometer readings for each run that occurs during the selected date range which can be used for data validation. It also shows the amount of revenue miles, non-revenue miles, and service miles for selected vehicle runs during the date range.

Selection Criteria

Start Date: 2/8/2011 End Date: 2/10/2011 

Available Items	Selected Items
<ul style="list-style-type: none"> <input type="checkbox"/> QT5 <input type="checkbox"/> 1001 <input type="checkbox"/> 1010 <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902 <input type="checkbox"/> 903 <input type="checkbox"/> 904 <input type="checkbox"/> 905 	<div style="text-align: center;"> <input type="button" value="Add ->"/> <input type="button" value="< Remove"/> <input type="button" value="<< Remove All"/> <input type="button" value="Add All ->"/> </div>

Destination

Screen
 Print
 E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.
- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.
- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.

- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Vehicle Productivity (By Mileage) Report Example

Vehicle ID		Date	Run Name	Garage Start	First Pickup Odometer	Last Dropoff Odometer	Garage Stop	Revenue Miles	Non-Revenue Miles	Service Miles
ROUTE 3										
01/01/2011	Veh:ROUTE 3			0	5	10	20	5	15	20
Sub Total:								5	15	20
ROUTE 5										
01/02/2011	Veh:ROUTE 5			0	5	20	30	15	15	30
01/03/2011	Veh:ROUTE 5			0	5	20	30	15	15	30
Sub Total:								30	30	60

Vehicle Productivity (By Time)

The Vehicle Productivity (By Time) report shows time stamps for each run that occurs during the selected date range which can be used for data validation. It also shows the revenue hours, non-revenue hours, and service hours for selected vehicle runs during the date range.

Selection Criteria

Start Date: 2/8/2011 End Date: 2/10/2011

Available Items	Selected Items
<input checked="" type="checkbox"/> QTS <input type="checkbox"/> 1001 <input type="checkbox"/> 1010 <input type="checkbox"/> 800 <input type="checkbox"/> 801 <input type="checkbox"/> 802 <input type="checkbox"/> 803 <input type="checkbox"/> 804 <input type="checkbox"/> 805 <input type="checkbox"/> 806 <input type="checkbox"/> 901 <input type="checkbox"/> 902 <input type="checkbox"/> 903 <input type="checkbox"/> 904 <input type="checkbox"/> 905	<input type="button" value="Add ->"/> <input type="button" value="<- Remove"/> <input type="button" value="<<- Remove All"/> <input type="button" value="Add All ->>"/>

Destination

Screen
 Print
 E-Mail As Word Document

Address: _____

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box with vehicles.
- **Available Items** - This is a list of vehicles you can select to add to the report. Select an item in this list and click **Add ->** to add the item to the Selected Items list. Click **Add All ->>** to add all items in the list to the **Selected Items** list.

- **Selected Items** - This is a list of vehicles you have selected to add to the report. Select the name and click **<- Remove** to delete the item from the list. Click **<<- Remove All** to delete all items from this list.
- **Destination** - Select how you want to view the report once it is run. The default is **Screen**; displaying the report on your RouteMatch Desktop.

Vehicle Productivity (By Time) Report Example

Vehicle Productivity By Time - Atlanta								
For Time Period: 01/01/2011 To 01/06/2011								
Printed: 2/24/2011 1:40 pm								
Vehicle ID								
Date	Run Name	Garage Start	First Pickup Time	Last Dropoff Time	Garage Stop	Revenue Hours	Non-Revenue Hours	Service Hours
ROUTE 3								
01/01/2011	Veh:ROUTE 3	5:00 am	6:15 am	7:00 am	7:00 pm	0.75	13.25	14.00
Sub Total:						0.75	13.25	14.00
ROUTE 5								
01/02/2011	Veh:ROUTE 5	5:00 am	10:30 am	12:00 pm	5:00 pm	1.50	10.60	12.00
01/03/2011	Veh:ROUTE 5	5:00 am	9:00 am	10:30 am	5:00 pm	1.50	10.50	12.00
Sub Total:						3.00	21.00	24.00



Detailed Invoice

The Detailed Invoice lists individual trips for each customer for the selected date range. The trips can be grouped by funding source, service, or 'how cost computed.' The report also contains a trip data summary based on the selected grouping option.

Start Date: 4/1/2011 End Date: 4/30/2011 Invoice #: _____

Filter By:
 Funding Source How Cost Computed Customer Service

Group Order: 1 Group Items By: Funding Source
 Customer

Available Items: OCTA, Out of County, Volunteer
 Selected Items: _____

Report Display Options:
 Total Cost Funding Source Cost Customer Cost
 Customer Pay Billing Address Program ID

Address Display Options:
 Address: Default Agency Mailing Address
 City: Atlanta
 State: GA Zip Code: 30313

Display Message:
 Exclude cancellation count
 Include cancellation count
 Include cancellation details

Destination:
 Screen Print E-Mail As Word Document

- **Start Date and End Date** - Select the date range you want to run the report for. Click the **Reload** button next to the fields to populate the **Available Items** box.

ENCLOSURE B.1

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD874

Bid Title : East Los Angeles Dial-A-Ride Service (2012-PA044)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL

Open Date : 11/6/2012

Closing Date : 12/17/2012 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 441,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for East Los Angeles Dial-A-Ride Service (2012-PA044). The total annual contract amount of this service is estimated to be \$441,000. 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 Ms. Janet Lee at (626) 458 7167, jalee@dpw.lacounty.gov, or Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/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-20, 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-20, 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-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)). (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicle Requirements. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I, Contractor-Provided Service Vehicle Requirements. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
6. Proposer must submit copies of its employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
7. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 Automobile and Light Truck Certification Test for Brakes; 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 A5 Automobile and Light Truck Certification Test for Brakes. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
8. Proposer must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air conditioning

ENCLOSURE B.1

certification from an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified in Form PW-21. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

A Proposers' Conference will be held on Monday, November 19, 2012, at 1:30 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 within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The above Proposers' Conference will be held simultaneously with the Whittier, et al., Dial-A-Ride Service (2012-PA045).

The deadline to submit proposals is Monday, December 17, 2012, at 5:30 p.m. Please direct your questions to Ms. Lee or Mr. Fong at the number listed on first page.

Contact Name : Ms. Janet Lee

Contact Phone# : (626) 458-7167

Contact Email : jalee@cpw.lacountv.com

Last Changed On : 11/28/2012 11:15:18 AM

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Bid Detail Information

Bid Number : PW-ASD875
Bid Title : Whittier, et al., Dial-A-Ride Service (2012-PA045)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL
Open Date : 11/7/2012
Closing Date : 12/3/2012 5:30 PM
Bid Amount : \$ 751,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Whittier, et al., Dial-A-Ride Service (2012-PA045). The total annual contract amount of this service is estimated to be \$751,000. 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, erfong@dpw.lacounty.gov, or Ms. Janet Lee at (626) 458 7167, jalee@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>.

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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-20, 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-20, 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 paratransit vehicles. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)). (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
5. Proposer's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor Provided Service Vehicles Requirements. If the Proposer does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Proposer must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I, Contractor Provided Service Vehicles Requirements. (Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP.)
6. Proposer must submit copies of the Proposer's employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsement) commercial driver's licenses, as well as any other required licenses or endorsements required by Federal, State, and local regulations. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
7. Proposer must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in A5 ASE Automobile & Light Truck Brakes Test and H4 ASE Transit Bus Brakes 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 A5 ASE Automobile & Light Truck Brakes Test and H4 ASE Transit Bus Brake Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)
8. Proposer must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified in Form PW-21. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

A Proposers' Conference will be held on Monday, November 19, 2012, at 1:30 p.m. at Public Works

ENCLOSURE B.2

Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the 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 within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The above Proposers' Conference will be held simultaneously with the East Los Angeles Dial-A-Ride Service (2012-PA044).

The deadline to submit proposals is Monday, December 3, 2012, at 5:30 p.m. Please direct your questions to Mr. Fong or Ms. Lee at the number listed on the first page.

Contact Name : Eric Fong

Contact Phone# : (626) 458-4077

Contact Email : erfong@dpw.lacounty.gov

Last Changed On : 11/7/2012 7:41:28 AM

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