



GAIL FARBER, Director

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

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

August 05, 2014

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

26 August 5, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AWARD OF THREE CONTRACTS FOR FIXED ROUTE SHUTTLE SERVICES  
IN THE UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX;  
AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA; AND  
FLORENCE-FIRESTONE/WALNUT PARK, AND BALDWIN HILLS  
(SUPERVISORIAL DISTRICTS 1 AND 2)  
(3 VOTES)**

**SUBJECT**

This action is to award three contracts for fixed-route shuttle services in the unincorporated County communities of Athens and Lennox; Avocado Heights, Bassett, West Valinda, and East Valinda; and Florence-Firestone/Walnut Park, and Baldwin Hills.

**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 MV Transportation, Inc., for Athens and Lennox Shuttle Services in the annual sum of \$351,029, which includes \$30,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on September 1, 2014, 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 with a maximum potential contract sum of \$1,930,660.

4. Award a contract to MV Transportation, Inc., for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services in the annual sum of \$397,858, which includes \$30,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on September 1, 2014, 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 with a maximum potential contract sum of \$2,188,219.

5. Award a contract to MV Transportation, Inc., for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services in the annual sum of \$401,895, which includes \$45,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on September 1, 2014, 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 with a maximum potential contract sum of \$2,210,423.

6. 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.

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

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

The purpose of the recommended action is to award three contracts for the continuation of the Athens and Lennox; Avocado Heights, Bassett, West Valinda, and East Valinda; and Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services.

The Athens and Lennox Shuttles are community fixed-route services, which serve the unincorporated County communities of Athens and Lennox. The Avocado Heights, Bassett, West Valinda, and East Valinda Shuttles are community fixed-route services, which operate in the unincorporated County communities of Avocado Heights, Bassett, West Valinda, and East Valinda. The Florence-Firestone/Walnut Park and Baldwin Hills Shuttles are community fixed-route services, which serve the unincorporated County communities of Florence-Firestone, Walnut Park, and Baldwin Hills. These services provide residents in these communities with transportation to social service facilities, shopping, recreation, senior centers, Metro Rail Stations, and other key destinations within their defined service areas.

The Department of Public Works has contracted Baldwin Hills Shuttle Service since 2013; Athens, Lennox, and Florence-Firestone/Walnut Park Shuttle Services since 2011; Avocado Heights, Bassett, West Valinda Shuttle Services since 2007; and the East Valinda Shuttle Service since 2009.

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

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service 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 Athens and Lennox Shuttle Services is \$351,029, which includes \$30,000 for major vehicle repair work and graphics to County-provided service vehicles 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.

The annual contract sum for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services is \$397,858, which includes \$30,000 for major vehicle repair work and graphics to County-provided service vehicles 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.

The annual contract sum for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services is \$401,895, which includes \$45,000 for major vehicle repair work and graphics to County-provided service vehicles 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.

The necessary funds for Athens and Lennox Shuttle Services contract are available in the Second Supervisorial District's Proposition A Local Return Transit Program and included in the Transit Enterprise Fund Fiscal Year 2014-15 Budget; the necessary funds for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services contract are available in the First Supervisorial Districts' Proposition A Local Return Transit Program and included in the Transit Enterprise Fund Fiscal Year 2014-15 Budget; the necessary funds for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services contract are available in the First and Second Supervisorial Districts' Proposition A Local Return Transit Program and are included in the Transit Enterprise Fund Fiscal Year 2014-15 Budget. Funds to finance these contracts' future 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 Athens and Lennox; Avocado Heights, Bassett, West Valinda, and East Valinda; and Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services is MV Transportation, Inc., located in Dallas, Texas. These contracts will commence on September 1, 2014, 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 MV 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 March 6, 2014, to the appropriate union for review. Public Works met and consulted with the American Federation of State, County, and Municipal Employees, Council 36 on April 1, 2014, regarding these solicitations.

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

Since these are Proposition A contracts, Public Works has evaluated and determined that the contractor is qualified for Living Wage exemption due to an existing Collective Bargaining Agreement with Teamsters Local 848.

Using methodology approved by the Auditor-Controller, these Proposition A cost analyses indicate 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 March 7, 2014, Public Works solicited proposals from 109 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 April 2, 2014, two proposals were received for Athens and Lennox Shuttle Services; two proposals were received for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services; and one proposal was received for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. For the Athens and Lennox Shuttle Services, one proposer was disqualified for not meeting the minimum requirements of the RFP. The remaining one proposal for Athens and Lennox Shuttle Services; two proposals for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services; and one proposal for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services 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 these evaluations, it is recommended that these contracts be awarded to the highest-rated, apparent responsive and responsible proposer, MV Transportation, Inc.

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

### **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

The Honorable Board of Supervisors

8/5/2014

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Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

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.)

**BOARD EXECUTIVE**

# Agreement



78246

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)

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AGREEMENT FOR

ATHENS AND LENNOX SHUTTLE SERVICES

THIS AGREEMENT, made and entered into this 5th day of July, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MV TRANSPORTATION, INC, a California Corporation (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 April 2, 2014, hereby agrees to provide services as described in this Contract for Athens and Lennox Shuttle Services.

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, Performance Requirement Summary; Exhibit G, Service Route, Schedule, and Fare; Exhibit H, County-Provided Service Vehicles Specifications; Exhibit I, contractor-Provided Service Vehicles Requirements; Exhibit J, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Preventive Maintenance; Exhibit L, MR-20 Monthly Ridership Form; Exhibit M, Controlled Substance and Alcohol Testing Program; and Exhibit N, 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, an amount not to exceed \$351,029, which includes \$30,000 for major vehicle repair work and graphics to County-provided service vehicles in accordance with the contract per year 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 September 1, 2014 or Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. 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 renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be 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

78246

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, 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 N, 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 *Don Krabe*  
Chairman, Board of Supervisors

ATTEST:

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

By *[Signature]*  
Deputy

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

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors  
By *[Signature]*  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Carole Suzuki*  
Deputy

MV TRANSPORTATION, INC.

By *[Signature]*  
Its ~~President~~ *env*

*w-c-Pitt*  
Type or Print Name

By *[Signature]*  
Its ~~Secretary~~ *ASSISTANT SECRETARY*

*AMY BARRY*  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS

**# 26**      **AUG 05 2014**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

78246

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Solano

On 6/9/2014 before me, Elyse Sottero, Notary Public  
(Here insert name and title of the officer)

personally appeared W.C. Dohl and Amy Barry

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.

Elyse Sottero  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### 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

## SCOPE OF WORK

## ATHENS AND LENNOX SHUTTLE SERVICES

A. Public Works Contract Manager

Public Works' Contract Manager will be Mr. John Zeigler of Programs Development Division, who may be contacted at (626) 458-5914, or at [jzeigler@dpw.lacounty.gov](mailto:jzeigler@dpw.lacounty.gov), Monday through Thursday, 7:30 a.m. to 5:30 p.m. The Contract Manager, or his designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

1. The Athens Shuttle will provide service to residents in the unincorporated County area of Athens and provide access to the following key points of interest:

- Los Angeles Southwest College
- Department of Public Social Services
- Irmas Youth Activity Center
- Food 4 Less Shopping Center
- Metro Rail Green Line Vermont Station

See Exhibit G (Service Routes, Schedule, and Fare) for shuttle routes.

2. The Lennox Shuttle will provide service to residents in the unincorporated County area of Lennox and provide access to the following key points of interest:

- Lennox Park
- Lennox Senior and Youth Centers
- Lennox Library
- City Farm Market
- Metro Rail Green Line Hawthorne Boulevard Station

See Exhibit G (Service Routes, Schedule, and Fare) for shuttle routes.

C. Work Description

This work to be accomplished under these specifications shall be two community shuttle services operating in the unincorporated County areas of Athens and Lennox, hereinafter referred to as the Service.



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 Exhibit A, Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

D. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G (Service Routes, Schedule, and Fare).

In addition, service shall not operate on Sundays and the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G (Service Routes, Schedule and Fare). If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed 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.

The total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of basic vehicle Service hour unit price over the term 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.

3. Special Service Operation

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

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles and Contractor-Provided Service Vehicles. County will lease to Contractor one or more transit 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 the Contractor at the rate of \$1 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

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I, Contractor-Provided Service Vehicle Requirements, hereinafter referred to as "Contractor Service Vehicles."

In the event of a County Service Vehicle(s) breakdown or the vehicle(s) is removed from Service, Contractor shall provide a Vehicle(s) to continue uninterrupted Service during all periods in which the County Service Vehicle(s) is not available for Service.

c. Support Vehicles

Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d. Supplemental Service Vehicles

The Contract Manager may direct the Contractor to operate additional Contractor Service Vehicle(s) or County Service Vehicle(s), hereinafter referred to as "Service Vehicles," for Service in the event demand for Service exceeds the capacity provided by the current Service Vehicles and/or in the event County Service Vehicles are no longer operable. County shall approve the vehicles prior to being placed into Service.

2. General Terms for Transit Vehicles

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

Contractor shall provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service vehicle breaks down. The spare Service

Vehicle(s) should meet or exceed the Service vehicle specification in Exhibit I, Contractor-Provided Service Vehicles Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in Form PW-2, Schedule of Prices. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). In its sole discretion, the County may provide the Contractor with a spare Service Vehicle(s).

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Contract Manager) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until 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.

The 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 replacement Service Vehicle or equipment, the County may accept, at the Director's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the final sale price of the Service Vehicle for any total loss within the first 90 days of the vehicle being placed into service.

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and

documentation fees) of the new Service Vehicle is to be used as the basis for depreciation.

All payments shall be within 90 calendar days of date of loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The 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 ensure that all vehicle operators providing service under this Contract are familiar and comply with VC, Section 23123, (Hang-Up-and-Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide two-way radio communication equipment, or mobile phones (not operating in a walkie-talk-mode), or some other type of voice communications equipment that is able to communicate in real time with the vehicle operator for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service.

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

b. Internet Access, E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Project Manager and the Maintenance Manager. Contractor shall provide County with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

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

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or other responsible manager must be able to return a call to Contract Manager within one hour after being requested, including during nonbusiness hours. This manager must be able to address all operational issues in case of an emergency.

e. Automated Vehicle Locator (Global Positioning Satellite) Devices

i. County-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/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.

ii. Contractor-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on Contractor-owned vehicles that are assigned as the primary Service Vehicle (not spare vehicles). The AVL devices may be permanently installed and provide real-time data about location, vehicle speed, excessive idling, etc.

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.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicle and equipment. Facilities shall include:
  - a. An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
  - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles.
  - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles.
  - d. A compressed air supply.
  - e. Tire-changing equipment.
  - f. Battery maintenance equipment and spare batteries.
  - g. Vehicle lubrication equipment.
  - h. All tools and equipment necessary to perform required preventive maintenance.

- i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
- j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide Liquefied Petroleum Gas (LPG) and Compressed Natural Gas (CNG). It is acceptable for Contractor to obtain LPG and CNG fuel at an off-site location.

G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Contract Manager and in accordance with 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 Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall 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 an "unsatisfactory" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County-Provided Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall become County's designated warranty agent for County Vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work



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

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water washing down or "hosing out" of 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 interior of all 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. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of 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 pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a

clean, inviting appearance. Exterior washing shall include vehicle body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

The interior passenger compartments of vehicles shall be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

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

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

Each vehicle shall receive a daily pre-trip and post trip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre-trip and post trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre-trip and post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. A record of all such inspections shall be kept by Contractor and submitted to County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pre-trip and post trip vehicle inspection report in written checklist format.

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not In Service."

7. 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 vehicles, radios, passenger counters, fare card readers, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise, which would impair the proper and safe mechanical operation of the vehicle. All other 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 Contractor cannot

complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit K, Preventative Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then 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 Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee I.D., and 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 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 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 air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

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 vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

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 vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise the subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. 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. Preventive Maintenance Inspection (PMI) Reports
- h. Daily Pre-trip and Post Trip Vehicle Inspection Reports
- i. Work Orders
- j. Warranty Work
- k. Major Mechanical Repair/Unit Replacement
- l. Body/Interior Repairs (cosmetic)

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.

10. Applicable Vehicle Codes and Regulations

All 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 bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

H. Rates and Compensation

1. Rates – County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less ii) all amounts

collected from Farebox Revenue; less iii) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; and less iv) any deduction from Performance Requirements Summary (Exhibit F).

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, County Service Vehicle Rate above shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

2. Rates – Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of i) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less ii) all amounts collected from Farebox Revenue; less iii) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; and Exhibit F, and any deduction from Performance Requirements Summary.

Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, Contractor Service Hourly Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

3. Fares and Revenue

a. Fare

The cash fare shall be 25 cents per trip. However, the following patrons shall be able to board free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a disabled identification card
- Children under the age of five

This service shall also accept the regional EZ and Metro passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

Any changes to the fares will be supplied by County to Contractor at least five business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Contractor shall perform such training.

c. Revenue

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.

All revenue generated by Service from the fare box return and the sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of the agreement, or at any time within three years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

I. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will 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. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

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

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

If the County requests that the replacement of engines, transmissions, and/or differential units to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

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 (County Service Vehicles Only)

County recognizes that during the term of this agreement 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 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 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.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor 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 Contractor in writing to proceed with the work. Contractor will only be permitted to pass through costs to County related to the repaint, and/or graphics/decals work.

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 Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the 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 complete mechanical overhaul, and/or rehabilitation, that is not covered by the 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 vehicle and make determination of the 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 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, predelivery, post delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between 5 to 10 percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Automated Vehicle Locator Devices

If an Automated Vehicle Locator (AVL) device malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall 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, enhancements, modifications to Service Vehicles or equipment that may be required to improve service performance that are beyond the control of 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, Contractor shall present the required scope of the work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval for the work to be performed, in writing, prior to commencing any work.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County and as required for good business practices. Contractor shall monitor 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 frequency of operations. Contractor shall permit authorized County personnel to board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar service upon request by 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, will 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 monitoring of 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 shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

K. Personnel

County will have the right to demand removal from the project, 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 execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. Contractor shall maintain a daily diary (log) for this purpose that 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 the concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the management of the same or similar fixed route services for governmental or social service agency(ies): Three years of experience with propane-powered, cutaway buses and/or transit buses of 25 feet or longer. The project manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service.

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 (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project 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.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

The Road Supervisor shall provide adequate on-street supervision throughout the Service Area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis. The Road Supervisor shall monitor the level of on-time service performance.

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service.

Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use

Microsoft Word, Excel, and Outlook or equivalent software. Contract Manager may, at his/her discretion, communicate with Office Personnel via e-mail. 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 two-way radios, mobile phones and/or other dispatching system to communicate with vehicle operators during all hours of Service operation.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County Service Vehicles and equipment and to provide the 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 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 Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony or misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

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 County Service Vehicles. 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, fails a controlled substances and alcohol testing, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

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

- i. Have a valid California DMV Class B (with a minimum of a "P" endorsement) commercial driver's license, and a medical examination certificate as well as any other required licenses or endorsements required by applicable 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 County 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 slacks, skirt or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.
- iv. Assist passengers who have difficulty negotiating the steps or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

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

- i. Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles.

- ii. California DMV requirements and company policies.
- iii. Service routes, schedules, fare structure, and transit services in the vicinity.
- iv. Accident and emergency procedures and reports.
- v. Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- vi. Training in special skills required to provide transportation to the elderly and people with disabilities.
- vii. American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first aid.
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.

5. 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 maintain the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles: three years of experience in maintaining propane-powered cutaway buses and/or transit buses of 25 feet or longer. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-21, is Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of 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 additional ASE certification per year from the Transit Bus, Truck or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one 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, wheelchair lifts/ramps, 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>.

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.

6. 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 (IIPP) and Code of Safe Practices (CSP). 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 cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

L. 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 County 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 inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

M. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

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

2. Service

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

Contractor shall strive at all times to provide Service in a manner that shall 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 by Contractor, fair to the customer, and consistent with County expectations:

a. On-Time Service

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

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

b. Road Calls

In the event of a Service Vehicle failure, Contractor shall immediately deploy a spare Service Vehicle to transport the passengers aboard the failed vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two business days after their receipt. In the event that Contractor receives a complaint, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days of the complaint's resolution.

N. 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 vehicles in a manner described by the California Highway Patrol (CHP), County Sheriff, or local police. Contractor shall notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage ("begin" and "end" odometer); the number of passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (i.e. elderly, disabled, and children under five years); and the number of passengers boarding with transit passes. The summary shall indicate any trips that departed early or late in a format approved by County. The report shall be compiled for the period of a month and shall include a summary thereof.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, and total vehicle miles operated, and fuel used (type and amount per Service Vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof.

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

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre-trip and post trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day. The Daily Pre-trip and Post Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor. A copy of each inspection report shall be submitted to County upon request. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination.

e. Missed Trip Reports

A trip is considered missed when a run/loop is not completed. A monthly summary report of missed trips for each month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the business day following identification of the operational problem or receipt of such passenger complaint.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the business day following identification of such problems or complaints.

h. 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, 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 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 vehicle, person, and/or object.
- ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, assaults, injuries, and deaths, etc.
- iv. Any incidents (e.g., physical assault) that take place along the Service route and are witnessed by 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).

i. National Transit Database Reports

The Contractor will be required to collect National Transit Database (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 Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.
- ii. MR-20 Monthly Ridership Form (Exhibit L): Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year or as directed by the County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no reaudit required).

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

j. 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.

k. 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. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit M, 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 M, 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 M. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and anti-terrorist preparations on public transit systems have become 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 Security Plan that shall be followed should the Proposer be awarded this service.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will more effectively communicate information about terrorist threats by providing timely, detailed 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 ([http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass\\_transit\\_protective\\_measures.pdf](http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass_transit_protective_measures.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 Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit N.

R. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience with propane-powered cutaway buses and/or transit buses of 25 feet or longer; a subcontractor is not allowed to meet this requirement.
2. Contractor's Project Manager shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience with propane-powered cutaway buses and/or transit buses of 25 feet or longer; a subcontractor is not allowed to meet this requirement.
3. Contractor's Maintenance Manager shall maintain the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles: three years of experience with maintaining propane-powered cutaway buses and/or transit buses of 25 feet or longer.
4. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Contractor's maintenance facilities or terminals.
5. Contractor Service Vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicle Requirements.
6. Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.
7. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance

Requirements during the entire term of this Contract. At any time during the term of this Contract if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the Contract Manager.

8. All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

S. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

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

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

U. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. 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. The 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. Permits/Licenses/Certifications

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 K.5, Maintenance Personnel.

X. Utilities

The County will not provide utilities.

Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain 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.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary, or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of nine months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such as may be agreed upon by the County and Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the

time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare) it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop 10 minutes before the next departure, liquidated damages of \$500 per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, not including backup, are not in service, the Contractor may be assessed the liquidated damages of \$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint, up to a maximum of \$1,000 per month. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of \$50 per report per business day may be assessed for late and/or incomplete reports.

f. National Transit Database Reporting

The Contractor shall submit NTD reports to both LACMTA and the Contract Manager no later than the dates required in Section O. Subsection 2(i), National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for late and/or incomplete reports.

g. 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 records require a reaudit 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 reaudit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacture's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit K, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

i. Daily Vehicle Inspection (DVI) Reports

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

Service Vehicle per Service day up to a maximum of \$1,000 per month.

j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit K. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard may result in nonpayment of Service hours for any miles operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day, whichever is higher.

k. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of \$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month.

l. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager. If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or other reasons beyond the Contractor's control, then Contract Manager may waive the liquidated damages until the parts are available.

m. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass a 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 citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one business day of receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.



The Contractor shall 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, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every two years) within thirty (30) days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle, up to a maximum of \$2,000 per Service Vehicle per month in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

o. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not In Service" sign when it is not in revenue Service, liquidated damages of \$25 may be assessed for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

p. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent of the cost to repair each item shall be assessed.

q. Off-Routing

If a regular scheduled Service Vehicle is identified as operating "off route", liquidated damages of at least \$200 per occurrence shall be assessed.

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit M. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including nonbusiness days, weekends, and holidays) may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

t. Trips Not Made

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

u. Non-ADA Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle, the Contractor may be assessed liquidated damages of \$500 for first occurrence and \$1,000 for each subsequent occurrence.

v. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section F, Storage and Maintenance Facilities, as determined by Contract Manager, the 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.

w. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the 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.

x. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or 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 E, Equipment, the Contractor may be assessed \$100 per staff member in liquidated damages per business day after the deadline.

y. 24-Hour Emergency Contact

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section E.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

z. Unresolved Service 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 E.2, General Terms for Transit Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month, 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.

aa. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current

Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit K, Preventive Maintenance.

Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the current Contractor. PMI's shall be current. PMI records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of \$100 per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning one week after the completion of the transfer of service.

Repairs identified during these inspections, not made by the current Contractor, shall be performed by the New Contractor. Outstanding PMI's shall also be performed by the New Contractor.

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Service 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.

bb. 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, \$200 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.

cc. Personnel

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, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 per staff member may be assessed.

dd. Timely Repairs to County-Provided service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for 6 consecutive service days or 10 days within a 30-day period, the 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.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or for reasons that are clearly beyond Contractor's control, then Contract Manager may waive the liquidated damages.

ee. 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.

ff. 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 \$100 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.

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

Z. Contractor's Quality Control Plan

The 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:

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

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## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

Proposal. The written materials that a Proposer submits in response to 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 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. Contractor Performance Evaluation/Corrective Action Measures

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 or Subcontractor'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 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.

MM. Time Off for Voting

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

### SECTION 3

#### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
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.
  - 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 \$50,000, and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Public Works, 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 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, 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](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

## SECTION 9

### COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

#### A. Living Wage Program

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

#### B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth 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.
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.
  - 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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 the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.



## SECTION 14

### DISPLACED TRANSIT EMPLOYEE PROGRAM

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

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

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

E. Termination for Breach

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2013 are less than \$51,567 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, 2014.

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

**No shame. No blame. No names.**

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or other person who is unable or unwilling to care for a baby to 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.

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.

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.

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.

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

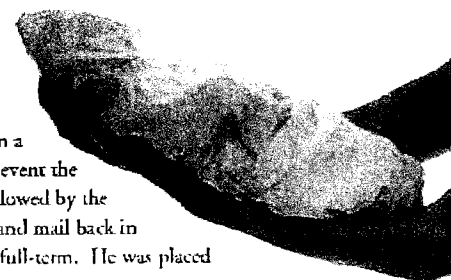
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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

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

**Sin pena. Sin culpa. Sin nombres.**

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

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



# Ley de Entrega de Bebés Sin Peligro

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

*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 entregado 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?

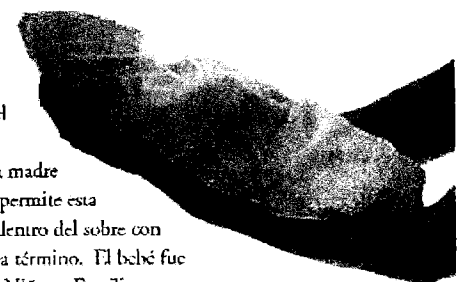
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿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;

## EXHIBIT E

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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Permanent Service Vehicles	Delay in completing the delivery of permanent Service Vehicles by the Contractor	\$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare)	\$500 per incident, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Service Vehicles Not Available	Specified number of regular Service Vehicles, not including backup, are not in service.	\$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Complaints	Valid complaints	\$250 per complaint, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. General Reporting	Submit monthly reports with monthly invoice within 15 calendar days after the end of each month	\$50 per report per business day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. National Transit Database Reporting	late and/or incomplete reports	\$100 per business day, up to a maximum of \$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
7. LACMTA Reaudit of Annual National Transit Database Report	Report submitted required a reaudit by LACMTA	per month Amount equal to the cost charged to the County by LACMTA to perform the reaudit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip)	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Preventive Maintenance	Failure to meet standard per the OEM or per Exhibit K	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Shutdown of Vehicles	Service Vehicle removed from Service as the result of an unsatisfactory rating by the CHP	\$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 2 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
12. Deficient Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Vehicle Emissions (Engine Smog)	Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation	\$500 per Service Vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Permanent Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition	\$200 per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Incorrectly Set Destination Signs	any Service Vehicle displaying an incorrect destination sign	\$25 for the first occurrence, \$50 for the second occurrence, \$100 for each future occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect	At least fifty percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Off-Routing	A regular scheduled Service Vehicle is identified as operating "off route"	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Page 3 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
18. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to county on quarterly basis on form shown in Exhibit M. Submit the form the County within 15 days after the end of the quarter.	\$50 per calendar day for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Section K.5	\$500 per maintenance employee per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. Trips Not Made	Scheduled trip is not made	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Violation of Storage and Maintenance Facilities	Performing maintenance and/or subcontracting maintenance in violation specified in Section F, as determined by Contract Manager	\$1,000 per Service Vehicle per Service day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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Page 4 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
23. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract	\$200 per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Section E	\$100 per business day after the deadline	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. 24-Hour Contact	Failure to return a call to the Contract Manager within one hour after being requested in accordance with Section E.3	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
26. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Service Vehicle Transfer Audit	Failure to provide PMI records for any County Service Vehicle, beginning one week after the completion of the transfer of service	\$100 per County Service Vehicle per week	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 5 of 6



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. Personnel	Key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County	\$1,000 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner and maintain proper operating and appearance standards	\$200 in per Service Vehicle per day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
31. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
32. AVL Devices	If the AVL device is damaged, removed, lost, or stolen	\$100 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

**SERVICE ROUTES, SCHEDULE, AND FARE**  
**ATHENS SHUTTLE SERVICE ROUTE**

The following locations will be the designated timed bus stop locations for use in monitoring on-time performance in accordance with the Contract.

The Bus Stop on the northeast side of 120<sup>th</sup> Street at the intersection of Western Avenue shall be used as the origination and ending point on the circular Athens Shuttle Service route.

**SCHEDULE:**

Travels every 30 minutes \_\_\_\_\_ (One Service Vehicle)

**TIMED CHECK POINTS/STOP LOCATIONS** \_\_\_\_\_ **MIN AFTER EACH HR:**

<u>DIR</u>	<u>ON</u>	<u>AT</u>		
NB	120 <sup>th</sup> Street	Western Ave	:00	:30
NB	Crenshaw Blvd	Imperial Highway	:05	:35
EB	108th Street	Denker Ave	:10	:40
SB	Vermont Ave	Metro Rail Line Station	:20	:50
WB	120th Street	Western Ave	:25	:55

SB= South Bound  
 EB= East Bound  
 NB= North Bound  
 WB= West Bound

**Hours of Operation:**

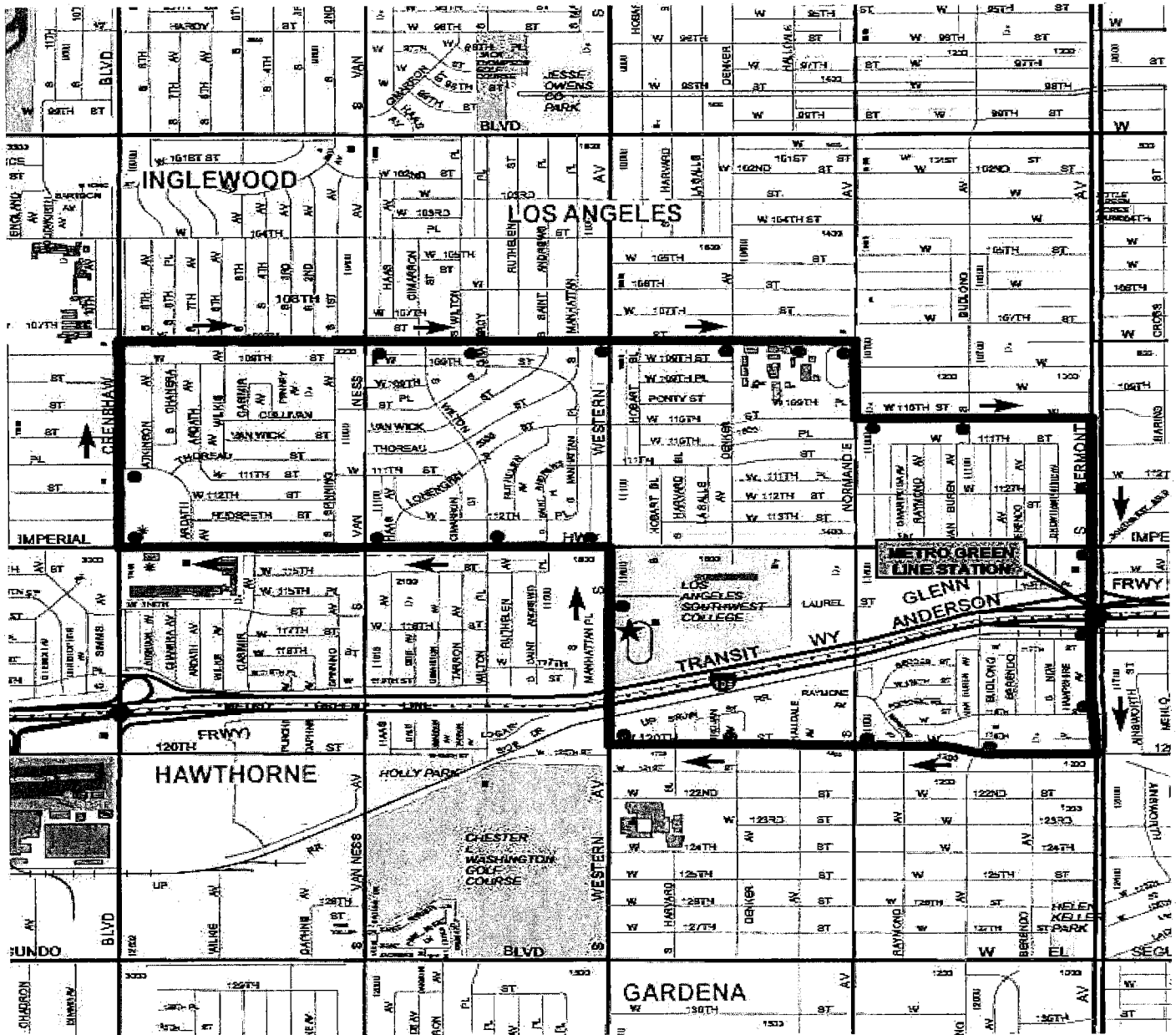
From 7 a.m. to 6 p.m., Monday-Friday and Saturday 9 a.m. to 6 p.m.

**Fare Structure:**

The cash fare is \$0.25 per trip. We will also accept as paid fare all Metro Passes and EZ Passes. Also seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

SERVICE ROUTES, SCHEDULE, AND FARE

**ATHENS SHUTTLE**



DEPARTMENT OF PUBLIC WORKS  
 900 S. Fremont Ave.  
 Alhambra, CA 91803  
 Survey/Mapping & Property Management Division  
 Mapping & GIS Services

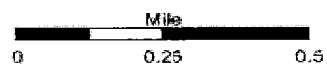


LOS ANGELES SOUTHWEST COLLEGE  
 BUS STOP LOCATION  
 SHUTTLE ROUTE



TS PAGE 722.D

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**SERVICE ROUTES, SCHEDULE, AND FARE**  
**LENNOX SHUTTLE SERVICE ROUTE**

**SCHEDULE AND FARE**

The following locations will be the designated timed bus stop locations for use in monitoring on-time performance in accordance with the Contract.

Lennox County Park shall be used as the origination and ending point on the circular Lennox Shuttle Service route.

**SCHEDULE:**

Travels every 30 minutes (One Service Vehicle)

**TIMED CHECK POINTS/STOP LOCATIONS** **MINUTES AFTER EACH**  
**HOUR:**

<u>DIR</u>	<u>ON</u>	<u>AT</u>		
EB	Lennox Blvd.	Firmona	:00	:30
EB	111th Street	Metro Rail Line Station	:05	:35
NB	Yukon Ave	102nd Street	:10	40
NB	Flower Street	Hardy Street	:15	:45
WB	104th Street	Mansel Ave	:20	:50
EB	Lennox Blvd	Condon Ave	:25	:55

SB= South Bound  
 EB= East Bound  
 NB= North Bound  
 WB= West Bound

**Hours of Operation:**

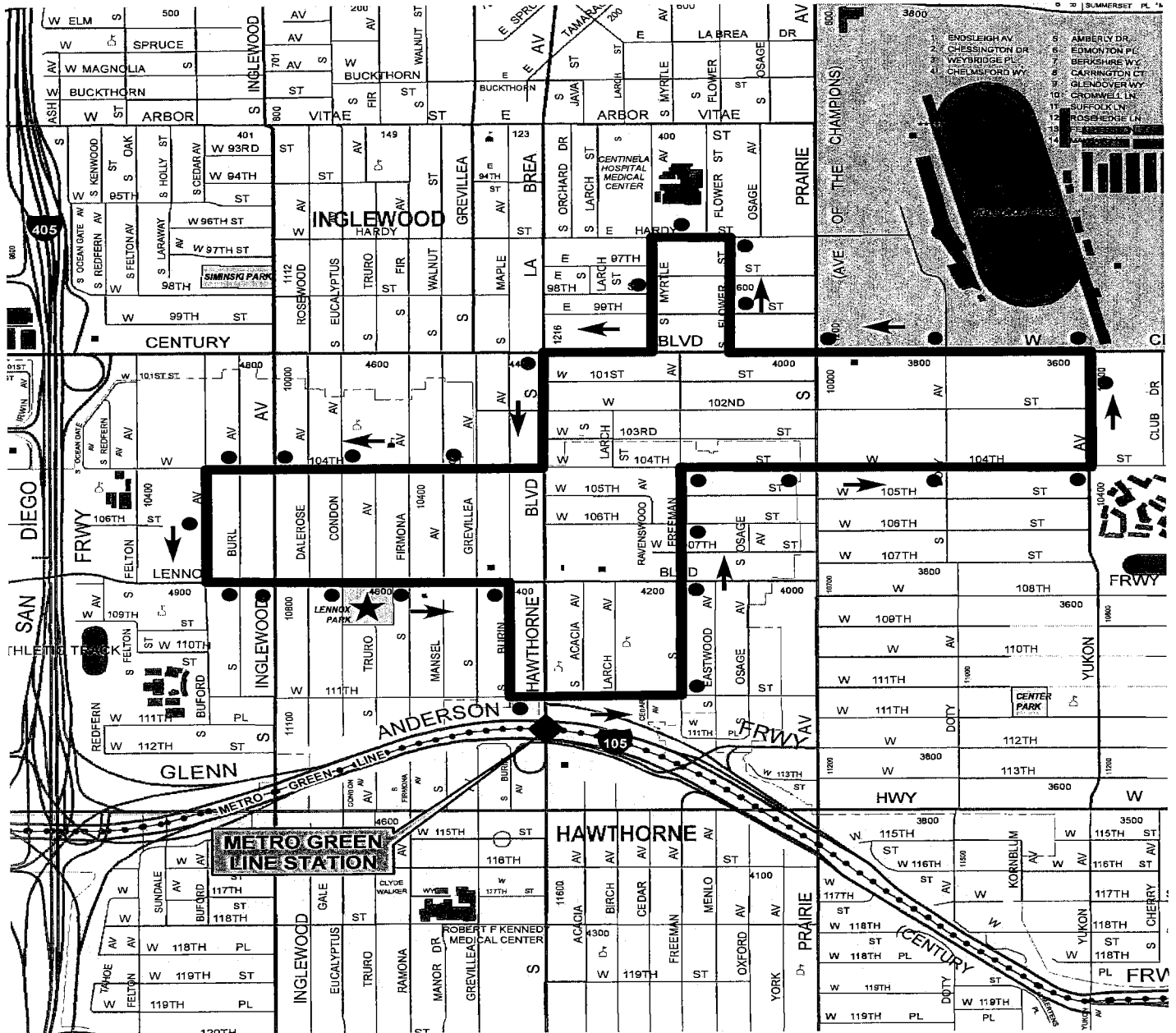
From 7 a.m. to 6 p.m., Monday-Friday and Saturday 9 a.m. to 6 p.m.

**Fare Structure:**

The cash fare is \$0.25 per trip. We will also accept as paid fare all Metro Passes and EZ Passes. Also seniors (ages 60 and over), children under age five and persons with disabilities are allowed to ride for free.

SERVICE ROUTES, SCHEDULE, AND FARE

LINK - LENNOX SHUTTLE NEW ROUTE



DEPARTMENT OF PUBLIC WORKS  
 900 S. Fremont Ave.  
 Alhambra, CA 91803  
 Survey/Mapping & Property Management Division  
 Mapping & GIS Services



★ STARTING / ENDING POINT  
 ○ BUS STOP LOCATION  
 — SHUTTLE ROUTE

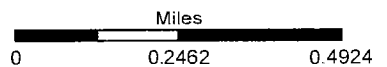


TG PAGE 703

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**COUNTY-PROVIDED SERVICE VEHICLE INFORMATION**

**Vehicle Information**

The County plans to provide one service vehicle for the Lennox Shuttle and one service vehicle for the Athens Shuttle as shown below:

<u>ID</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Service</u>
L-209	CHEVY	C4500	2010	Athens Shuttle
L-210	CHEVY	C4500	2010	Lennox Shuttle

- 25-foot Cutaway-Bus
- Low emission, alternative fueled Propane-powered (LPG)
- Passenger pull cord system
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Driver side viewable backup camera
- Fully automatic wheelchair lift
- ADA-compliant securement system for two-wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, and reflector kit
- Fare Box
- Bike Racks (that will support two standard-sized bikes)

**Note:** Useful Life for Vehicles L-209 and L-210 is for a 7-year period from November 2010.

## CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

### Vehicle Requirements

- 25-foot Cutaway-Type 3 Vehicles
- 20- or 16-passenger seats with two-wheelchair positions
- Folding seats are provided in the wheelchair area which cannot be used while wheelchairs are on board
- Vehicle shall be five years old or newer with no more than 150,000 miles
- Fuel type: Alternative fuel is preferred. Gasoline fuel is acceptable. No diesel fuel (including bio-diesel) is acceptable.
- Minimum 14,000 LB GVWR
- Vertical stanchions
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU passenger area heating system
- 35,000 BTU passenger area heater
- Passenger pull cord
- "Stop Requested" sign
- Public address system with gooseneck microphone
- Backup alarm
- Ricon model model S-2005 (or equivalent) fully automatic wheelchair lift that includes a manual backup, handrails, California brake interlock and lift pad kit
- ADA-compliant securement system for two-wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit and reflector kit
- Inside and outside signage
- Fare Box

**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

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

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

<b>EXTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body–Front and Sides	_____	_____	_____
Body–Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
<b>INTERIOR</b>			
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____
Subtotal	_____	_____	_____
Total	_____	_____	_____
<b>OVERALL RATING</b>	_____	<b>VERY GOOD</b>	
	_____	<b>ACCEPTABLE</b>	
	_____	<b>UNACCEPTABLE</b>	



## 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 K**

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 G, Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section O, Service Records and Reports; Subsection 2.c, Daily Pre-Trip Service Vehicle Inspection Reports.

## EXHIBIT K

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 performed at least every seven 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 "backup" alarm and safety device operation.
- Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s), and wheel chair tie downs and record.
- Check operation of all doors.
- Check wheelchair lift operation.
- Check wheelchair lift interlock operation.
- Check operation of all emergency escape windows and alarms.
- Check windshield wiper and windshield washer operation.
- Check and record AC system operation effectiveness.
- Check under vehicle for any fluid leaks.
- Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
- Check cleanliness and condition of vehicle interior.

## EXHIBIT K

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 and 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.

## EXHIBIT K

- Inspect and lubricate driveline and u-joints.
- Check differential oil level.
- Inspect vehicle safety devices and/or equipment.
- Inspect vehicle wiper/washer operation and fluid level.
- Check battery mounting and hold down(s).
- Check battery terminals and clean or replace as necessary.
- Load test battery(s) and record reading.
- Check and record battery(s) specific gravity.
- Clean battery surface and terminal connections.
- Check battery water level.
- Check accessory drive belt tension, measure, record, and adjust as necessary.
- Inspect accessory drive belts for wear and tension, record result, and adjust as necessary.
- Inspect tires and rims for damage, wear, cracks, missing lug nuts, broken studs, etc.
- Inspect tires, for damage, wear, and/or debris; if irregular wear present, perform alignment.
- Measure and record tire tread depth (including spare tire).
- Check and record tire pressures (including spare tire).
- Torque and record tire bolt mounting.
- Inspect exterior lamps for operation.
- Inspect exterior mirrors and check operation.
- Inspect interior lamps for operation.
- Inspect dash panel and check operation of all switches, gauges and lamps.
- Inspect upper (overhead) panel for operation of all switches, gauges, and lamps.
- Inspect all doors for adjustment and smoothness of operation.
- Inspect and lubricate door hinges, pins, and/or bushings.
- Inspect wheelchair lift for operation and adjustment, including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair lift.
- Inspect window glazing and windows for operation and/or cracks.
- Operate emergency escape windows and test alarm.
- Inspect seats for damage and 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.

## EXHIBIT K

- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, and 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 (nondiesel 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.

## EXHIBIT K

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).
- Recharging 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

## EXHIBIT K

- 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.



## EXHIBIT K

Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.

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

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

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

### **SECTION 2. OIL ANALYSIS**

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

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

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

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

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

### **SECTION 3. RECORDS**

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

## EXHIBIT K

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.
- Tires with less than 5/32 of an inch 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 as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.
- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

**EXHIBIT L**

MIR-20 MONTHLY RIDERSHIP FORM FOR LACMITA CONSOLIDATED NTD REPORT (#6166) FOR FY \_\_\_\_\_

Agency \_\_\_\_\_

City of \_\_\_\_\_

Month	RIDERSHIP INFORMATION (MR-20)			Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #
	Total Boardings	Revenue Hours	Revenue Miles					
July '13								
August '13								
September '13								
October '13								
November '13								
December '13								
January '14								
February '14								
March '14								
April '14								
May '14								
June '14								
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Month	RIDERSHIP INFORMATION (MR-20)			Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev mph	deadhead mph #
	Total Boardings	Revenue Hours	Revenue Miles					
July '13								
August '13								
September '13								
October '13								
November '13								
December '13								
January '14								
February '14								
March '14								
April '14								
May '14								
June '14								
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Month	RIDERSHIP INFORMATION (MR-20)			rev mph	# of Vehicles Operated
	Total Boardings	Revenue Hours	Revenue Miles		
July '13					
August '13					
September '13					
October '13					
November '13					
December '13					
January '14					
February '14					
March '14					
April '14					
May '14					
June '14					
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\* Mechanical system failure that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or due to safety concerns. Examples - brakes, doors, engine cooling system, steering and front axle, and suspension and torque converters.  
 \* Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples - breakdowns of fareboxes, wheelchair lifts, HVAC systems and other non major mechanical failures.

\*\* SAFETY AND SECURITY THRESHOLDS

Major Incident (Safety or Security)	RIDERSHIP INFORMATION (MR-20)			rev mph	# of Vehicles Operated	Major Incident \$ & S - 50
	Total Boardings	Revenue Hours	Revenue Miles			
July '13						
August '13						
September '13						
October '13						
November '13						
December '13						
January '14						
February '14						
March '14						
April '14						
May '14						
June '14						
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Existence of one or more of the following conditions:

- One or more fatalities (including suicide)
- Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)
- Property damage equal to or exceeding \$25,000
- An evacuation due to life safety reasons (ex. CNG leak)

Incidents not already reported on the Major Incident Reporting form.

Occurrences

- Robbery (confidential threat)
- Latecy (non-confidential threat)
- Burglary
- Motor Vehicle Theft
- Other Safety Occurrences not Otherwise Classified (Injuries)
- Fires (that don't require evacuation)

Occurrences of Part 1 offenses (except homicide):

- Arrests/Citations
- Other (non-aggravated) Assaults
- Fare Evasion
- Trespassing
- Vandalism
- Nonviolent Civil Disturbance

Major Incident (Safety or Security)	MECHANICAL SYSTEM FAILURES (R-20)		
	Major Incident	Non-Major Incident	Non-Major Incident
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	SAFETY AND SECURITY **		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	FUEL CONSUMPTION (R-30)		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	FUEL CONSUMPTION (R-30)		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	MECHANICAL SYSTEM FAILURES (R-20)		
	Major Incident	Non-Major Incident	Non-Major Incident
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	SAFETY AND SECURITY **		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	FUEL CONSUMPTION (R-30)		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	FUEL CONSUMPTION (R-30)		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

Major Incident (Safety or Security)	SAFETY AND SECURITY		
	Major Incident	Occurrences	Arrests/Citations
July '13			
August '13			
September '13			
October '13			
November '13			
December '13			
January '14			
February '14			
March '14			
April '14			
May '14			
June '14			
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>

# NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

**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

## EXHIBIT M

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.

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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.

## EXHIBIT M

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

## EXHIBIT M

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.



## EXHIBIT M

### 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

**I. RANDOM TESTING**

	<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. PRE-EMPLOYMENT TESTING**

a. Number of potential employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Action taken on positive tests	_____	_____	_____	_____

**III. INCIDENT-RELATED TESTING**

a. Number of employees tested	_____	_____	_____	_____
b. Number of positive tests results	_____	_____	_____	_____
c. Number of positive second tests	_____	_____	_____	_____
d. Action taken due to second positive tests	_____	_____	_____	_____

Prepared By

Date

TRANSIT SECURITY PLAN

---

(To be provided by the Contractor)



**MV TRANSPORTATION, INC.**

March 31, 2014

Mr. Eric Fong, Contract Analyst  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803

Dear Mr. Fong:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the County of Los Angeles Department of Public Works Request for Proposal Number 2014-PA014 for Athens and Lennox Shuttle Services. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

MV well understands the scope of work to be accomplished. MV will provide all aspects of the operations and maintenance of these shuttle services. MV will use the County provided vehicles and will provide the spare vehicle and radio equipment. In addition, MV will provide the operational facility. MV currently provides service for Los Angeles County and throughout Southern California. The Company has demonstrated its ability to meet the County's expectations regarding service quality and efficiency and will provide excellent service quality for the Athens and Lennox Shuttle Services.

Mr. Justin Pate (Vice President) is your primary contact for this procurement; he and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. Justin can be reached any time of day at 214.662.0499 (phone) or [justin.pate@mvtransit.com](mailto:justin.pate@mvtransit.com) (email). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 623.340.3209 (phone) or [joe.escobedo@mvtransit.com](mailto:joe.escobedo@mvtransit.com) (email). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

MV acknowledges receipt of Informational Update 1 dated March 27, 2014.

Thank you for your consideration; I encourage you to select MV as your partner for the provision of the Athens and Lennox Shuttle Services. We look forward to working with you throughout this procurement.

Sincerely,

W.C. Pihl  
Executive Vice President

## Unconditional Satisfaction Guaranteed Warranty



MV TRANSPORTATION, INC.

MV Transportation is pleased to provide the following unconditional warranty to the County of Los Angeles Department of Public Works. In the event MV is selected to provide services pursuant to the County Request for Proposals for Athens and Lennox Shuttle Services, in addition to any contractual warranties and remedies that the County is entitled to under the contract, MV will warrant its service as follows:

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



## 1. Title Page



**PROPOSAL TO**

**County of Los Angeles  
Department of Public Works**

**FOR**

**Athens and Lennox Shuttle  
Services – 2014-PA014**

**Dated: April 2, 2014**

### **SUBMITTED TO:**

**County of Los Angeles  
Department of Public Works**  
Mr. Eric Fong, Contract Analyst  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: 626.458.4077

### **SUBMITTED BY:**

**MV Transportation, Inc.**  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
Mr. Justin Pate, Vice President  
479 Mason Street, Suite 221  
Vacaville, CA 95688  
Telephone: 214.662.0499

---

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.*  
*MV is an Equal Employment Opportunity/Affirmative Action Employer.*





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### **3. Letter of Transmittal**

Please refer to the pages preceding this proposal for MV's letter of transmittal.

### **4. Support Documents for Corporations and Limited Liability Companies**

MV Transportation, Inc. was incorporated in the state of California on December 18, 1978.

#### **Required Documentation**

Please see a copy of MV's Certificate of Good Standing with the State of California and the most recent Statement by Domestic (or Foreign) Stock Corporation as filed with the California Secretary of State in the appendix of this proposal, as required by the RFP.

#### **List of Corporate Officers**

R. Carter Pate, Chief Executive Officer

Kevin A. Klika, President / Chief Operating Officer

Brad Cornelsen, Chief Financial Officer and Treasurer

Lisa Winston Hicks, Corporate Secretary and General Counsel

Patricia McArdle, Assistant Corporate Secretary

Cristina Russell, Assistant Corporate Secretary

Amy Barry, Assistant Corporate Secretary





## 5. Experience

### a. Background

#### About MV Transportation, Inc.

##### *The MV Story – an American Success*

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.

The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



Feysan Lodde, Founder (1975)

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

Today, the company remains the nation’s largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

#### ***Company Size and Statistics (As of January 2014)***

Number of Employees: 16,822

Number of Vehicles: 9,547





<b>2013 Revenue:</b>	\$1,008,401,900 (unaudited)
<b>Number of Contracts:</b>	217
<b>Number of Locations:</b>	146 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

### ***Success and Accolades***

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.



### ***Customer Profile***

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to provide customer-focused passenger transportation services. The company's history



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of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

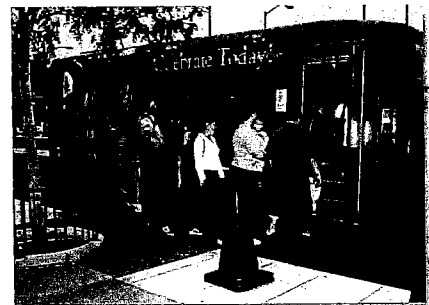
While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the County are listed as references.

### **Breadth of Experience**

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

### **Fixed Route, Flex Route, and Shuttle**

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).





### ***Fleet Maintenance***

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas-Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

### ***Transportation Technologies and Intelligent Transportation Systems***

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use. The company's chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, has created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations.

### ***ADA Compliance***

The Americans with Disabilities Act (ADA, PL 101-336) is a non-discrimination, civil rights statute. It was enacted by Congress to address a wide range of barriers to full participation in society that had long been experienced by persons with disabilities, and was signed into law by President George H. W. Bush on July 26, 1990. According to the statute, the Department of Justice (DoJ) was given primary responsibility for developing and enforcing regulations to carry out the intent of the ADA, while the Equal Employment Opportunity Commission (EEOC) and the Department of Transportation (DOT) were assigned responsibility over their specific areas of jurisdiction within the Executive Branch of government.

The regulations developed by DOT were the result of a unique interactive collaboration between representatives of the transit industry and disability advocates, through a mechanism known as a Federal Advisory Committee (sometimes called the FACA). Through lengthy discussion and debate, all "sides" involved were able





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to recommend provisions to DOT that complied with the law and that “everyone could live with.”

As DOT explained in its Final Rule to implement the ADA (56 FR 173, page 45601, September 6, 1991), complementary paratransit was envisioned as truly an alternative, and necessary, to fixed route, rather than a preferred mode of travel. The notion of comparability to fixed route has always been critical:

*The ADA is a civil rights statute, not a transportation or social service program statute. The ADA clearly emphasizes nondiscriminatory access to fixed route service, with complementary paratransit acting as a “safety net” for people who cannot use the fixed route system. Under the ADA, complementary paratransit is not intended to be a comprehensive system of transportation for individuals with disabilities.*

As one disability group representative suggested during the Advisory Committee meetings, the ADA is intended simply to provide to individuals with disabilities the same mass transportation opportunities everyone else gets, whether they be good, bad, or mediocre.

*We emphasize that the ADA and this rule set no ceilings on the service that local entities may provide. ... Such additional service, provided as a matter of local discretion, is very desirable. The rule points out, however, that since it is not mandated by the ADA, its costs cannot be regarded as financial burdens of ADA compliance.*

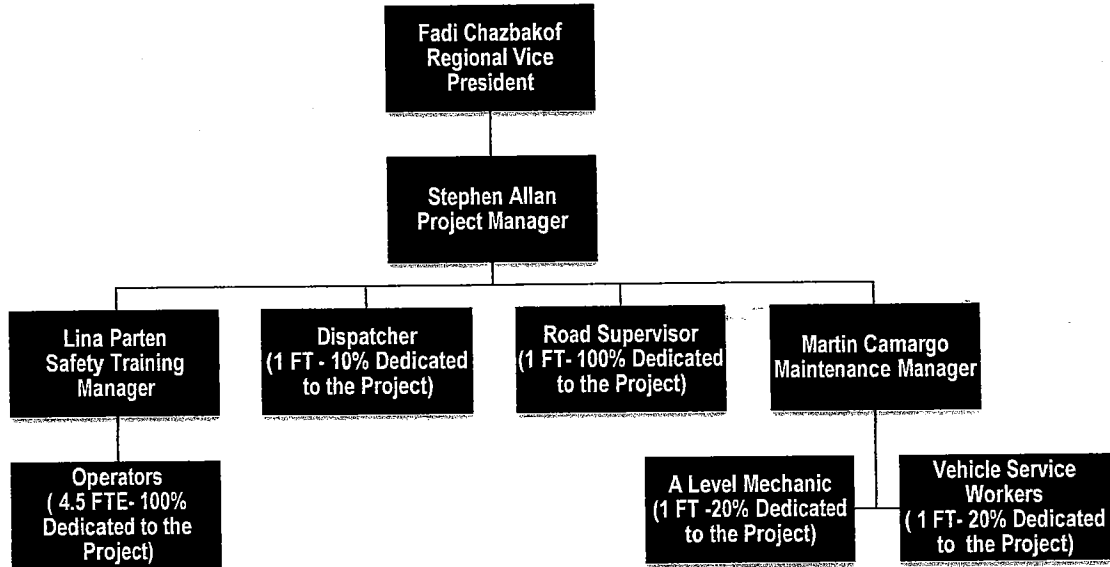
For more than 24 years, these regulations have been widely understood and largely unchanged – a remarkable feat considering the contentiousness encountered on all sides when the previous “504” regulations were enacted and almost constantly litigated.

MV offers a balanced approach that emphasizes customer service and fiscal prudence, in addition to the formalities of “compliance.”





## b. Organization





### c. Roles and Qualifications

Resumes for its team listed below are provided following this section of the proposal. Regarding resume of the firm, MV has extensive experience operating shuttle services across the country and understands the County's expectations of professionalism and reliability. Please refer to the summaries in section **Error! Reference source not found.**, **Error! Reference source not found.** which highlight several operations similar in scope to the County's shuttle services. Proposal section 17. *Additional Information*, also contains letters from MV customers attesting to the quality of the company's service.

In addition, please refer to Section 5.d below for key staff experience providing similar service.

#### ***Principals Specific to the County's Service***

Fadi Chakbazof, Regional Vice President

#### ***Managing Employees***

- Stephen Allan, Project Manager
- Martin Camargo, Maintenance Manager
- Lina Parten, Safety and Training Manager

#### ***On-Site Supervisor***

- Stephen Allan, Project Manager

#### ***Other Key Staff***

- Hector Vargas, Director of Safety
- Kenneth Pouncey, Director of Maintenance

#### ***Subcontractors***

MV has no proposed subcontractors.

### d. Length and Quality of Experience

#### **Experience in Similar Services**

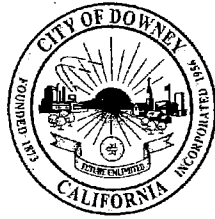
MV has extensive experience operating fixed route and shuttle services across the country and understands the County's expectations of professionalism and reliability.







**DowneyLINK and Dial-A-Ride, City of Downey (Downey, CA)**



MV began operating DowneyLINK public fixed route service for the City of Downey in 2002, and was awarded its Dial-A-Ride service in 2007, along with a second contract term for the DowneyLINK. The DowneyLINK operates within the City on four routes. For this fixed route service, MV uses seven 32 foot propane-fueled ElDorado T-Mark vehicles.

Traveling over 190,000 miles annually and transporting more than 269,000 passengers, MV delivers this much-needed service as a long-standing member of the Downey community.

The Dial-A-Ride is an advanced-reservation, shared-ride service available to seniors and persons with disabilities that prohibit the use of the fixed route service. MV coordinated with the City to accommodate the service’s operator shortage and has been providing this service with the City since its inception. Service is delivered with a fleet of seven propane vehicles.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of DowneyLINK Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Martin Camargo	Maintenance Manager	12 Years
Lina Parten	Safety and Training Manager	8 Years
Hector Vargas	Director of Safety	7 Years
Kenneth Pouncey	Director of Maintenance	8 Years

Please contact Mr. Thad Phillips, Director of Community Services, at (562) 904-7236 and tphilips@downeyca.org, as a reference for MV’s performance on this contract.

**King Medical Center Shuttle (Alhambra, CA)**

MV has provided the County of Los Angeles’ King Medical Center Shuttle since June 2011. Here, MV operates three propane-fueled 2008 El Dorado Chevy 4500 30 foot vehicles. MV provides all aspects of the operations and maintenance of this shuttle service. MV uses the County-provided vehicles and provides the spare vehicle and radio equipment. In addition, MV provides the operational and maintenance facility located at 7209 Rosecrans Paramount, CA. The King Medical Shuttle provides local bus service between the Kenneth Hahn Shopping Plaza, the Martin Luther King, Jr. Hospital, and the joint Metro Rail Blue and Green Line Stations.





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MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing King Medical Center Shuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	3 Years
Martin Camargo	Maintenance Manager	3 Years
Lina Parten	Safety and Training Manager	3 Years
Hector Vargas	Director of Safety	3 Years
Kenneth Pouncey	Director of Maintenance	3 Years

Please contact Mr. John Zeigler, Assistant Transit Analyst, at (626) 458-5914 and jzeigler@dpw.lacounty.gov, fax (626) 979-5313, address 900 S. Fremont Avenue, Alhambra, CA 91803, as a reference for MV's performance on this contract.

***iShuttle, City of Irvine (Irvine, CA)***

MV has provided the iShuttle shuttle service for the City of Irvine since 2008. Designed to improve passenger mobility throughout the Irvine community, this fixed route service connects commercial and residential Irvine locations to Metrolink train stations, with major destinations including the John Wayne Airport, Irvine Business Complex, and the Irvine Spectrum arena.



MV operates and maintains a mixed fleet of 20 CNG vehicles, which are equipped with automatic passenger counters to assist with passenger data collection. MV uses its proprietary TimePoint system to track on-time performance, vehicle location, and to evaluation live and historical system performance. The vehicles are also equipped with video monitors, which connect with the TimePoint system to display advertising based on GPS coordinates. This dynamic advertising strategy generates additional revenue for the City.

The first and only operator of this service, MV was recently awarded a new contract in March 2013, and is currently in its second contract term with the City.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:





Proposal to County of Los Angeles Department of Public Works for Athens and Lennox Shuttle Services – 2014-PA014

Name	Title	Years Managing iShuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Hector Vargas	Director of Safety	4 Years
Kenneth Pouncey	Director of Maintenance	6 Years

Please contact Ms. Amelia Jennings, Transit Program Administrator, at (949) 724-6288 and [ajennings@ci.irvine.ca.us](mailto:ajennings@ci.irvine.ca.us), as a reference for this contract.

**Go West, City of West Covina (West Covina, CA)**

Starting March 2014, MV began operating the City of West Covina's fixed route and paratransit services. The service is provided with 11 vehicles using propane and CNG fuel.



The fixed route operation is a general public service consisting of three routes. The City's Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

MV was chosen by the City of West Covina based on its proposal to improve customer service through enhanced training programs, the implementation of Trapeze and DriveCam, and innovative programs.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of West Covina Operation
Fadi Chakbazof	Regional Vice President	Less than 1 Years
Stephen Allan	Project Manager	Less than 1 Years
Martin Camargo	Maintenance Manager	Less than 1 Years
Lina Parten	Safety and Training Manager	Less than 1 Years
Hector Vargas	Director of Safety	Less than 1 Years
Kenneth Pouncey	Director of Maintenance	Less than 1 Years

Please contact Mr. Chris Freeland, Deputy City Manager/Community Director, at (626) 939-8402 and [chris.freeland@westcovina.org](mailto:chris.freeland@westcovina.org) as a reference for MV's performance on this contract.





**e. Compliance with Minimum Mandatory Requirements**

MV meets the following requirements as listed in Part I, Section 1.B. of the RFP:

- **Minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses (Proposer):** MV has 12 years' experience and far exceeds the County's requirement.
- **Minimum 3 years of experience in in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses (Project Manager):** Mr. Stephen Allan has 6 years of experience.
- **Minimum 3 years of experience in maintaining propane-powered, 25 feet or longer cutaway buses and/or transit buses (Maintenance Manager):** Mr. Martin Camargo has 13 years of fleet maintenance experience.
- **Proposer's Satisfactory CHP Reports of the proposed maintenance facility to be used for this contract for the prior 13-month inspections:** MV has an exceptional CHP record at its proposed Paramount, CA facility..
- **Spare Vehicle:** MV will provide spare vehicle that meets County requirements.
- **Class B (with "P" endorsements) Driver's License:** MV has submitted copies of all required licenses, pursuant to Form PW-20.
- **ASE Certification in H-4 Transit Bus Brake Test:** All MV maintenance personnel assigned to the contract will provide proof of said certification within 12 months of contract start date or date of hire whichever occurs last.
- **Mobile Air Conditioning Society Certification or Equivalent:** MV has included the ASE certification for Heating, Ventilation, & A/C with the resume of maintenance manager Martin Camargo.

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

**f. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV's minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses.



Proposal to County of Los Angeles Department of Public Works for Athens and Lennox Shuttle Services – 2014-PA014

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' MV Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	12	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7
LADOT Package 5b	2005-2013	EIDorado E-Z Rider	2001	30'	Propane	8	14

**g. Compliance with Experience Requirements of Project Manager**

Please refer to the following table for documentation of MV's project manager's minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses. Mr. Allan has operated all of these services in the capacity as project manager since 2008 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**h. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV's maintenance manager's minimum three years of experience maintaining propane-powered, 25 feet or longer cutaway buses and/or transit buses. Mr. Camargo has overseen Paramount





Proposal to County of Los Angeles Department of Public Works for Athens and Lennox Shuttle Services – 2014-PA014

maintenance operations since 2001 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7
Willowbrook Dial-A-Ride	Since 2011	EIDorado Chevy 2500	2010	25'	Propane	3	4



# Resumes

# Stephen Allan

## Project Manager

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*Mr. Stephen Allan is MV's proposed project manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Oversee multiple transportation contracts
- Mentor staff and monitor staff performance
- Responsible for MV's union relationship with Teamsters Local 848
- Addresses union grievances
- Work closely with project managers on a daily basis to ensure service is running efficiently
- Work closely with maintenance managers to ensure vehicles are maintained to standards
- Work with operations staff to ensure all safety standards are met
- Member of MV's Location Safety Committee

Provides fixed route service to the following government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

Also provides oversight of the following contracts

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaway Vehicles
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
City of Whittier DAR	14 Buses	Unleaded	Cutaway Vehicles
City of La Mirada DAR	10 Buses	CNG/ Unleaded	Cutaway Vehicles
City of Irvine iShuttle	17 Buses	CNG	Cutaway Vehicles
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles



# Stephen Allan

## Project Manager

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### **General Manager, Super Shuttle (Orange County, CA)** **1998 to 2007**

- Responsible for the airport operations and management of the Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions including payroll, AP/AR, and subcontractor billing
- Mentored staff, assisting every department with daily operations

### **President/Franchise Owner, Super Shuttle (Orange County, CA)** **1994 to 1998**

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

### **General Manager, Super Shuttle (Los Angeles, CA)** **1991 to 1994**

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

### **Accountant/Payroll, Super Shuttle International (Los Angeles, CA)** **1986 to 1991**

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

### **Accountant, 24-Hour Airport Express (La Habra, CA)** **1986 to 1991**

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

## **Education and Training**

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### **Cal State University Fullerton** **1986**

- Bachelor of Arts – Business Administration

# Martin Camargo

## Maintenance Manager

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*Mr. Martin Camargo is MV's proposed maintenance manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Responsible for quality assurance of all shop employee work, including 10% re-rack program
- Diagnose engine and drivability issues
- Responsible for labor scheduling and planning in shop; improved mechanic productivity, and efficiency
- Ensure proper maintenance and care of on board technology including MDTs, DriveCam, radio systems, and security camera systems
- Administer Trapeze EAM maintenance management software program to ensure accurate costing and records
- Maintain preventive maintenance program at 100% PMI on-time performance
- Instill safety culture throughout shop
- Ensure proper vehicle maintenance files
- Analyze repair and road failure data to solve root cause
- Coordinate on site vendor training; promote ASE training program for all technicians
- Coordinate with operations to ensure proper amount of vehicles for pull out each day
- Supervise cleaning of fleet to exceed expectations of contract
- Successfully pass all local, State and Federal inspections

Responsible for maintenance of the following propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7

Also responsible for maintenance of the following vehicles:

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaways
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles

# Martin Camargo

## Maintenance Manager

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

- Oversaw all aspects of maintenance function
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory

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

- Performed the most difficult repair tasks
- Served as a shift leader when required

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

- Tasks included performing all repairs as needed

### **Certifications**

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- ASE certified in Heating, Ventilation, and AC
- MACS Certified – as required by Section 609 of Clean Air Act
- Qualified DOT Brake Inspector – MCS
- Proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems – South Coast Air Quality Management District
- STEP-LIFT Service Seminar – Mobile-Tech Corporation
- R-12 refrigerant recovery & Recycling – International Mobile Air Conditioning Association
- Commercial Bus Maintenance Workshop – Blue Bird Service School
- Cummins INSITE™ diagnostic software trained

# Lina Parten

## Safety and Training Manager

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*Ms. Lina Parten is MV's proposed safety and training manager for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Safety Training Manager, MV Transportation, Inc. (Paramount, CA)**

**2009 to Present**

- Oversee all safety and training practices and functions for 9 contracts operating 81 vehicles and 128 employees
- Serve as Safety Official which includes serving as the company's liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted in accordance with FTA and DOT regulations
- Complete all DriveCam review and counseling

#### **Operations Manager, MV Transportation, Inc. (Paramount, CA)**

**2007 to 2009**

- Oversight of daily operations for the DowneyLINK service using (7) 32 ft. Eldorado buses and 11 vehicle operators
- Daily management of the Lynwood service using 4 Ford cutaways, 1 trolley and 6 vehicle operators
- Completed NTD reporting for DowneyLINK, Lynwood, Norwalk, and Compton services

#### **Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA)**

**2006 to 2009**

- Supported 118 operators and 80 service vehicles for nine contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

#### **Vehicle Operator, MV Transportation, Inc. (Paramount, CA)**

**2004 to 2006**

- Transported passengers for Cerritos on Wheels fixed route service

#### **Teaching Assistant, Bellflower Unified School District (Bellflower, CA)**

**2000 to 2004**

- Prepared curriculum and supporting materials
- Administered lessons and served as substitute teacher
- Conducted evaluation and follow-up as needed for students



# Lina Parten

## Safety and Training Manager

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### **Education, Training and Certifications**

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#### **Cerritos College, Cerritos, CA**

- 2002 – Associates Degree in HR, Business

#### **Certifications and Additional Training**

- 2008 – California DMV Employer Testing Examiner Certified
- 2008 – TSI/FTA Bus Collision Prevention & Investigation
- 2007 – Norwalk Adult School – Advanced Excel
- 2006 – TSI/FTA Certified Instructor
- 2006 – TSI/FTA Reasonable Suspicion

# Lina Parten

## Safety and Training Manager

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### References

- Martin Ward, Deputy General Manager – Operations Durham Region Transit, (Oshawa, Ontario, Canada) 905-668-7711 Ext 3700
- Martin Browne, Transit Manager, City of Whittier, CA, (562) 567-9480
- Eric Rosales, Transit Coordinator, City of Downey, CA, (562) 904-7220

# Fadi Chakbazof

## Regional Vice President of Operations

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*Mr. Fadi Chakbazof is MV's regional vice president for the Southwest region.*

### Experience

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#### **Regional Vice President, MV Transportation**

***June 2013 to Present***

- Ensure operations meet or exceed client expectations regarding quality, efficiency, and productivity
- Serve as customer liaison, ensuring all client communications are accurate, timely, and meet client needs
- Provide direction and assistance to general/contract managers regarding service performance, labor relations, and personnel matters
- Ensure services are provided according to all contractual and company policies
- Negotiate labor contracts and assist management working within a union environment
- Accountable for the efficiency of personnel, communications, and morale
- Create and administer budget, manage staffing levels

#### **Region Operations Manager, First Student (Southwest Region)**

***May 2009 to June 2013***

- Responsible for Inland CA, AZ, NM, CO
- Oversaw the operations of 25 contracts in 16 locations in four states operated by 2,000 employees
- As regional vice president, was responsible for more than 60 contracts in 22 locations operated by more than 4,800 employees

#### **Region Finance Director, First Student (Southern Pacific Region)**

***November 2007 to March 2008***

- Oversaw all financial operations in the region
- Worked closely with the Regional Vice President on all strategic plans and operational decisions

#### **Area General Manager, Laidlaw Education Services (City of Industry, CA)**

***June 2006 to November 2007***

- Oversaw all aspects of operations in two states
- Supervised 14 direct reports and approximately ,000 indirect employees
- Assisted in labor negotiations
- Improved operational and financial efficiency
- Improved key performance indicators

#### **Lead Area Controller, Laidlaw Education Services (Riverside, CA)**

***May 2005 to July 2006***

- Oversaw all accounting and finance functions
- Worked on implementation of Six Sigma programs and had Six Sigma Champion Training
- Analyzed capital expenditures for financial sensibility
- Formulated \$160 million annual budget and quarterly forecast

# Fadi Chakbazof

## Regional Vice President of Operations

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**Area Controller, Laidlaw Transit (Riverside, CA)**  
*January 2002 to April 2005*

- Oversaw all accounting and finance functions for \$80M revenue
- Participated in developing the area's growth and long-term operational and finance strategies
- Developed pricing for new customers and analyzed operational efficiencies
- Analyzed new business opportunities and potential new acquisitions
- Performed monthly and quarterly variance analysis and presented explanations to upper management

### **Education and Training**

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**Western State University College of Law (Fullerton, CA)**

- College of Law
- Juris Doctor (JD) Degree

**University of Southern California (Los Angeles, CA)**

- Bachelor Degree
- Business Administration



# Kenneth Pouncey

## Director of Maintenance

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*Mr. Kenny Pouncey is MV's proposed director of maintenance for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Director of Maintenance, MV Transportation, Inc. (Western US) 2005 to Present**

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

#### **Program Manager, Complete Coach Works (Southern California) 2004 to 2005**

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

#### **Senior Director of Maintenance, Connex/TCT (Los Angeles, CA) 2003 to 2004**

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

# Kenneth Pouncey

## Director of Maintenance

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- Developed bid specifications and monitored client vehicle procurements and refurbishments.
- Managed construction programs for facility lease hold improvements.

### **Senior Technical Specialist, Parsons Brinckerhoff (Houston, TX)** **2001 to 2004**

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

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

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

# Kenneth Pouncey

## Director of Maintenance

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- Prepared bid specifications and assisted in generation of staff reports for capital purchases.
- Provided intensive training and coaching for employees.

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

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

### **Maintenance Manager**

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

### **Training Instructor, Long Beach Transit (Long Beach, CA)** **1983 to 1995**

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

### **Maintenance Supervisor**

- Responsible for planning, coordinating, and directing a team of 12-15 mechanics that repaired and serviced transit vehicles.
- Provided training and coaching for employees, and conducted employee counseling and performance evaluations.

# Kenneth Pouncey

## Director of Maintenance

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- Enforced and administrated employer policies, procedures, and provisions of the labor agreement.
- Developed and systematized written procedures for repetitive repairs.
- Prepared, in conjunction with the Purchasing Department, bid specifications for the purchase of shop equipment.

### **Maintenance Mechanic**

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

### **Education and Training**

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#### **California State University Long Beach, University Extension Services**

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

#### **Universal Technical Institute, Phoenix, Arizona**

- Diesel Mechanics and Automotive Repair – Certificate awarded March 1982

# Hector Vargas

## Director of Safety

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*Mr. Hector Vargas is MV's proposed director of safety for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Director of Safety, MV Transportation (Los Angeles, CA)**

**2010 to Present**

- Accountable for leadership and review of the employee qualification process and ensure all new hires meet minimum qualifications including background and DMV checks
- Responsible for conducting audits to ensure MV's safety training programs are of the highest caliber
- Work with MV's local teams to promote a safety first culture, providing guidance to trainers and monitoring MV's compliance with all company, state, federal and local safety/training regulations

#### **Director of Safety, MV Transportation (Los Angeles, CA)**

**2007 to 2010**

- Responsible for Safety and Training Program for 140 operator workforce and 70-vehicle fleet. Conducted continuous training for instructors and staff. Supervised one classroom and two behind the wheel trainers
- Conducted regular audits of employee training files and vehicle maintenance files
- Conducted regular facility safety audits ensuring compliance with OSHA regulations and related corporate policies
- Responsible for recruiting and screening candidates for employment
- Conducted pre-employment interviews and monitor hiring process
- Responsible for investigation, documentation of accident and injury incidents involving all company vehicles
- Provided regular reports to local and corporate management on safety department efforts, claims status, training efforts, accident history, worker's compensation and other required information

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA)**

**2004 to 2007**

- Assisted with daily operations, providing general supervision, support, recommendations and evaluation of transportation personnel, including 10 behind the wheel trainers, two classroom instructors, and 215 operators
- Conducted pre-employment interviewing, scheduled physicals and drug tests, and final evaluations for new hires
- Supervised and coordinated all driver training programs, trained, supervised, and delegated instructors
- Provided productive informative in-service meetings, safety trainings, monitored safety committee, and ensured that all safety programs and practices were implemented. AFR decreased from 3.67 to 1.64

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA)**

**2002 to 2004**

- Oversaw renewal and refresher training for 150 drivers, supervised behind the wheel and classroom instructors

# Hector Vargas

## Director of Safety

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### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2001 to 2002**

- Oversaw 250-driver workforce
- Supervised staff of five behind the wheel and one classroom instructor
- Passed all CHP audits evaluating drug and alcohol compliance and facility

### **State Certified Behind the Wheel Trainer/Instructor, Laidlaw Education Services (Los Angeles, CA) 1998 to 2001**

- Conducted behind the wheel training and classroom instruction to ensure safe driving practices, bus inspection requirements and adherence to transportation policies, rules, and regulations
- Maintained all State, Federal, OSHA, and company required records for all employees and trainees
- Developed training program for potential bus drivers; arranged for final testing and licensing; assisted supervisor with the selection and evaluation of new drivers

### **Education and Training**

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- Commercial Class B license with passenger endorsement and airbrakes
- Certified and licensed to conduct classroom, behind-the-wheel, and in-service instruction
- Workers Compensation Certified
- American Red Cross Instructor
- Behind-the-Wheel Trainer
- OSHA Certified
- Reasonable Suspicion Certified
- Accident Investigation Certified
- Smith System Instructor
- State of California, Department of Education School Bus Driver Instructor's Certificate
- State Instructor's Certificate- California Department of Education
- School Bus Driver's Certificate - California Highway patrol
- Bilingual English/Spanish State of California Department of Motor Vehicles tester to certify California Class B Commercial Driver's Licenses (CDL) with Air Brakes and Passenger endorsements



## 6. Work Plan/Maintenance Staffing

### a. Staffing Plan / Maintenance Staffing Plan

#### a.1. Key Personnel

##### Project Team

##### **Stephen Allan, Project Manager**



Mr. Stephen Allan is MV's proposed project manager for this service. Mr. Allan brings a wealth of experience to the County, with a career of nearly 25 years in transportation management. He has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

Mr. Allan joined MV in 2008, and currently manages multiple fixed route and paratransit transportation contracts encompassing 151 employees. Prior to joining MV, Steve served as general manager for Super Shuttle in Orange County where he was responsible for management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport.

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

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

Mr. Allan exceeds the County's requirements of minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses. As documented above in proposal section 5.g. *Compliance with Experience Requirements*



of Project Manager, Mr. Allan's project manager oversight of DowneyLINK, King Medical Center Shuttle, and Cerritos COW clearly qualifies him for this position.

Please refer to Mr. Allan's resume following this section of the proposal.

### **Martin Camargo, Maintenance Manager**

MV is pleased to present Mr. Martin Camargo as maintenance manager for the County's Shuttle Services. Mr. Camargo brings 24 years of maintenance experience to the County.

Mr. Camargo's experience in the field of public transit vehicle maintenance includes fifteen years in senior maintenance management positions. Martin has experience with a broad range of vehicle types and alternative fuels.

Since 2001 Mr. Camargo has served as the maintenance manager for MV's Paramount location where he is responsible for maintenance of a 57 vehicle fleet (12 of which use CNG fuel and 24 use propane fuel).



Martin is ASE certified in Heating, Ventilation, and AC and is MACS Certified – as required by Section 609 of Clean Air Act. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV uses for management of vehicles.

Under Mr. Camargo's leadership, proven vehicle maintenance practices are in place to ensure the County's fleet remains in excellent condition. The dedication and technical expertise that Martin devotes to his maintenance shop has resulted in greater fleet reliability, passenger and operator safety, and overall passenger comfort.

Mr. Camargo exceeds the County's requirement of minimum three years of experience maintaining propane-powered, 25 feet or longer cutaway buses and/or transit buses. As documented above in proposal section 5.h. *Compliance with Experience Requirements of Maintenance Manager*, Mr. Camargo's maintenance manager oversight of DowneyLINK, King Medical Center Shuttle, Willowbrook Dial-A-Ride, and Cerritos COW clearly qualifies him for this position. Please refer to his resume following this section of the proposal.

### **Lina Parten, Safety and Training Manager**

Ms. Lina Parten is MV's proposed safety and training manager and will serve as MV's project safety official. She brings 10 years of experience in transportation management, safety and training. Lina will support the County's Shuttle Services,





providing leadership and guidance to employees, leading operator training, conducting safety meetings, and perform audits and inspections.

Currently, Ms. Parten oversees safety and training practices for transportation operations providing service with 81 vehicles and 128 employees.

Ms. Parten began her career in transportation serving in various positions such as lead dispatch, road supervisor and instructor – all at MV's Paramount Division. Prior to her career in transportation, Ms. Parten worked in Bellflower, California as teaching assistant for the Bellflower Unified School District.



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

## **Regional Team**

### ***Fadi Chakbazof, Regional Vice President***

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

If awarded a contract to operate these services, Fadi will lead all of MV's transition activities, garnering all resources necessary to realize a smooth transition of service. Please find his resume following this section of the proposal.



### ***Kenneth Pouncey, Director of Maintenance***

Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.



He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Kenny will work with MV's vice president of fleet and facilities, John Calame, to provide the needed support.

Beginning his career at Long Beach Transit, Kenny progressed from a C-level mechanic to maintenance supervisor. He later served as a maintenance instructor and designed several vocational education programs for transit employees interested in a maintenance career.

In 1995, he joined Ryder/MLS, where he served as the contracted assistant general manager for Foothill Transit, a high-profile transit service and one of the largest contracted fixed bus services on the west coast. He later served as the maintenance manager for the City of Santa Monica's Big Blue Bus.

In 2001, Mr. Pouncey moved to transit consulting, joining Parsons Brinckerhoff in Houston, Texas, where he performed reviews and audits, and made recommendations to municipal agencies regarding their transit fleet. He also worked with Connect/TCT, and Complete Coachworks in Southern California.

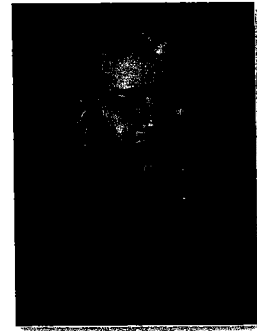
Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

Kenny will serve as MV's fleet and maintenance transition lead. He will be onsite frequently to meet with County staff, Mr. Allan, Mr. Camargo, and other key personnel. He will work with MV's transition team to transition the fleet. Please find his resume following this section of the proposal.



### ***Hector Vargas, Director of Safety***

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.



Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.

Mr. Vargas is a Smith System Instructor, a Behind the Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

If awarded a contract to operate these services, Hector will serve as MV's transition lead in the area of safety and training. He will work with County staff, Mr. Allan, and other key personnel to deploy MV's company-wide training and safety programs, and tailor these so that they address the unique attributes of the local operating environment and comply with all safety and training standards set forth by the County. Please find his resume following this section of the proposal.

### ***Corporate Support Services***

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.





## a.2. Job Descriptions

### Vehicle Operators

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



The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they first check in at dispatch. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

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

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

### Project Manager

The project manager is the daily operational liaison between MV and the County. This person is MV's field representative and the County's advocate. This person must embody the spirit of the Shuttle Services and work in partnership with County, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the County.



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This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

As Project Manager, is also responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's project manager will meet with County staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that project managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

### **Maintenance Manager**

The maintenance manager is responsible for the safe and effective operation of the shuttle fleet. Under the guidance of MV's regional director of maintenance, this person coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the County fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, County, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.





## Safety and Training Manager

The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.

This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency.



She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.

She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

## Road Supervisor

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

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

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





## **Dispatchers**

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with County policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

Standby and extraboard operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

## **Maintenance Staff**

### ***A Level Technician***

The A level technician is the highest-level line mechanic. Under general supervision, A level technicians perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

### ***Vehicle Service Worker***

Vehicle service workers ensure the shuttle fleet is cleaned and fueled to the specifications outlined in the RFP. These persons will work primarily at night to clean, service, and fuel each vehicle in assembly-line fashion as it comes in off the route.

## **a.3. Hiring / Screening and Selection**

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the County in the



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provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.

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

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

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

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

Review Type	Description	Criteria
<b>Motor Vehicle Record Review</b>	Applicants must provide a current and valid driving record that shows an applicant's driving history.	No more than 2 points in the past three years, with no DWI/DUI convictions within the last 10 years.  Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements.  If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
<b>Criminal History Checks</b>	MV conducts background checks on all employees through Private Eyes Employment Investigators.  Criminal background checks will be conducted for all employees every two years.	Applicants with a criminal conviction will not be eligible for employment.  Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.
<b>Prior Employment</b>	MV conducts reference	Poor references may be cause for







<b>References</b>	checks with former employers as part of the hiring process.	rejection.
<b>Pre-Employment Drug and Alcohol Screen</b>	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection.  Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
<b>Pre-Employment Physical Examinations</b>	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice.  Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

### Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – Any current employee who is involved in a serious incident or accident while on duty, whether on or off the company's premises, is required to submit to a drug test.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.





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\*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

MV's Zero Tolerance Drug and Alcohol Testing Program is administered by Mrs. Esther Avalos, Director for Drug and Alcohol Compliance. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services, and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

### **Pull Notification Proof**

MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation's Requestor Code #79787.

### **Retaining Existing Employees – Labor Code 1070**

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.





## Personnel Management

MV's labor management program for all employees starts upon hiring, when each MV employee receives an employee handbook covering the following written standards (please see the employee handbook enclosed with each proposal binder) of conduct and performance:

- **Employment Guidelines:** MV's employment policy and guidelines.
- **Code of Conduct:** Outlines the ethical standards that each employee is held to and provides guidance in determining what behaviors are not consistent with MV's ethics policy.
- **Drug and Alcohol Policy:** Provides a description of MV's Drug and Alcohol Policy, clearly defines the expectations of each employee in this area, and provides due notice of all substance testing.

## Performance Reviews

Throughout each employee's term of employment, employee performance is documented in writing in the following manner:

- **Managers, Supervisors, Office and Maintenance Staff Not Represented by a Collective Bargaining Agreement:** Receive an annual performance review that includes a self-assessment worksheet, formal written review from their direct supervisor, and a meeting to discuss performance achievements and deficiencies. Performance is reflected in annual increases and in employment status.
- **Vehicle Operators:** Are evaluated based on performance (accidents, incidents, complaints, compliments) as well as on-road ride checks and observations. Performance is reflected in their employment status as well as the award of performance based bonuses. All wage increases are determined by the defined wage scale.
- **Staff Represented by a Collective Bargaining Agreement:** Are evaluated based on performance (system efficiency, compliments, complaints) as well as an annual performance review by the employee's immediate supervisor. Performance is reflected in their employment status as well as the award of performance based bonuses (when applicable). All wage increases are determined by the defined wage scale.

A critical component of MV's overall human resources program is its employee relations center. This function is overseen by both an experienced Director and Manager of Human Resources. All involuntary terminations are carefully reviewed, documentation is examined and then a decision is reached to either approve or deny a termination. If the termination involves an employee represented by collective



bargaining, MV's Director of Labor Relations is also included in the termination review.

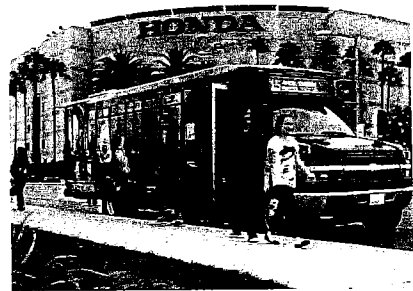
#### a.4. Supervisory Tasks – Schedule Adherence Checks

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team. MV has proposed a full-time 100% dedicated road supervisor for the shuttle services.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations managers will administer progressive discipline pursuant to the collective bargaining agreement.

#### ***Operator Evaluation Procedures***

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:



- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper



uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

#### **a.5. Supervisory Tasks**

##### **Complaint Investigation and Response**

MV's project manager, Mr. Stephen Allan will be responsible for complaint investigation and response. He will devote approximately 2% of his time to this function.

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of Mr. Allan and the County. Depending on the nature of the complaint either the project manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of all dispatch logs, trip sheets

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.



Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment.

Complaints will be resolved within two business days after receipt. MV will notify the County within one business day of the nature of the complaint and report its resolution within three business days. A formal complaint report will be provided to the County and the complaint will be logged and submitted with all monthly reports, as required.

### Supervisory Tasks – Report Writing

MV’s administration manager, Ms. La Tara Welch will be responsible for reporting all information required by the County. As project manager, Mr. Stephen Allan will hold oversight authority of this important task. Please refer to proposal sections 7.c. *Quality Control Documentation, Review, and Reporting* and 13 *Record Keeping* for a description of MV’s reporting capabilities. MV estimates that 5% of Ms. Welch’s time will be devoted to this task.

### Supervisory Tasks – Training

MV’s operator training supervisory responsibility rests with safety and training manager Lina Parten. MV estimates that 10% of her will be devoted to this task.

#### a.6. Shared Personnel

Function	Position	Number	% of dedication	Revenue Service Hours
Management	Project Manager	1 FT	10%	7:00am – 6:00pm
	Safety & Training Manager	1 FT	10%	7:00am – 6:00pm
	Road Supervisors	1 FT	100%	7:00am – 6:00pm
	Dispatcher	1 FT	10%	7:00am – 6:00pm
	Vehicle Operators	4.5 FTE	100%	7:00am – 6:00pm
Maintenance	Maintenance Manager	1 FT	5%	7:00am – 6:00pm
	A-Level Mechanic	1 FT	20%	6:00pm – 1:00am
	Vehicle Service Worker	1 FT	20%	6:00pm – 1:00am

#### a.7. Full-Time Employee Staffing Plan

Please refer to the Forms List in proposal section 14 for MV’s Form LW-8.



## b. Communication Equipment

MV communications configuration and equipment comply with RFP Exhibit A requirements for this project.

- **Service Vehicle Communication Equipment:** MV will provide Verizon radios for each service vehicle. This radio system is a proven and exceptionally reliable radio for the service area. Proposal section 9.b. *Communication Equipment* has additional detail on the Verizon radio.
- **Internet Access and Email:** MV's location is equipped with Internet access. All managers have access to email communications. The County will have access to MV's team through email, business phone landlines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

## c. Storage and Maintenance Facilities

MV's maintenance facility complies with RFP Exhibit A requirements for this project.

MV will base operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its facility located at 7209 East Rosecrans, in Paramount, CA 90723. This facility provides approximately 1,500 square feet of operations space, five offices and five workstations, dispatch office, operator break area and one training room. The facility also has adequate secured storage for tools, equipment,





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and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-thru service bays. The facility has an appropriate ANSI-approved hydraulic lift capable of fully lifting the heaviest County service vehicles six feet above the ground for maintenance purposes.

The yard is situated on two acres of paved outdoor vehicle storage space, with a 15,000 gallon on-site propane fueling tank and a 10,000 gallon gasoline tank. The area is securely fenced and well lit. Regarding CNG fueling, MV's facility is located 2.1 miles away from a fueling station at 701 N. Bullis Rd. Compton, CA.

In addition, MV will provide all tools and equipment needed to perform preventive maintenance, service the vehicles, perform component adjustments, and make mechanical repairs. MV-provided tools and equipment include but are not limited to compressed air supply, tire-changing equipment, battery maintenance equipment and spare batteries, and vehicle lubrication equipment.

MV will also provide the equipment necessary to wash and clean vehicles ensuring all County requirements are met.

**d. Timely Response with ADA Compliant Vehicle**

Each day MV will have available a ready bus, which is an ADA compliant vehicle that has received a pre-trip inspection, is parked at the facility, and is ready to leave at a moment's notice. This vehicle will be used in the event that a replacement vehicle is needed, within the 30-minute response time as required in the RFP.

MV teaches its operators that complying with the requirements of the ADA is not only required by the law, but it's also a display of professional skill and respect in the services provided to the disabled. MV's ADA training includes:

- The ADA provisions for making public transportation readily accessible to individuals with disabilities, including individuals who use wheelchairs. How the ADA extends to individuals with disabilities comprehensive civil rights protection similar to that provided to persons on the basis of race, sex, national origin and religion under the Civil Rights Act of 1964. As it relates to public transportation, the requirements that the ADA mandates.
- Provide assistance to people with disabilities with the boarding and alighting process whenever they request help. Assistance should be offered politely but never forced upon an individual who does not desire such assistance. This assistance includes making the lift available to passengers who do not use a traditional mobility device, for example, a passenger who uses a cane.
- Announce bus stops on fixed route service. This ensures that passengers who are visually or cognitively impaired will know when to get off of the bus.







- Ask ambulatory passengers to make the priority seating seats (if applicable) available for passengers with disabilities on fixed route service.
- Permit a disabled passenger who uses a mobility device (wheelchair, scooter, etc.) to be transported in the mobility device. While you can ask a disabled passenger to transfer to a bus seat, you cannot require the passenger to transfer to the seat if they choose to remain in their mobility device.
- Permit disabled passengers to board with their guide animals. This may include animals other than guide dogs.
- Verify the functioning of the lift device by cycling it each service day during the pre-trip inspection and documenting this on the daily vehicle inspection report (DVI).

#### **e. California Highway Patrol (CHP) Annual Inspections**

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

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

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

#### **f. Transit Security Plan**

MV's transit security plan promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

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



## Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 35 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

## Safety Training

### *Operator Training and Certified Instructor Programs*

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

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

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

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

### *Operator Training Refresher*

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

Type of Retraining	When it is provided	Length of Training	Description of Training
Return to Work (after 30 days or more of inactive status)	Required when an operator returns from "inactive" status (from a period of 30 days or	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle



	more).		familiarity.
<b>Post-Accident / for cause</b>	Required for any vehicle operator who has received a "preventable" rating for an accident/incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
<b>Seasonal Refreshers</b>	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
<b>Biannually</b>	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

### Safety Awareness

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging and recognition.

Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

### Daily Safety Message

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



### **Location Safety Committee**

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

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

### **Safety Meetings**

Safety meetings offer an opportunity to provide Verification of Transit Training Document (VTT) required refresher training and address timely topics. All employees must attend this hour long meeting twelve times per year.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting topics are issued by MV's safety department, and address topics in Fleet Safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

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

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

### **Safety Recognition Programs**

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

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





- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

### Safe Driving Behavior Using DriveCam

In 2004, MV launched a national safety initiative to install the DriveCam system in its operating vehicles. Today, more than 8,000 of the vehicles operated by MV benefit from DriveCam. With the County's permission, MV will install DriveCam in each of the shuttle vehicles.



DriveCam allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs. Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number of vehicular incidents, and collisions in government and commercial vehicles. It has reduced vehicle damages and costs (workers' compensation and personal injury) up to 80 percent<sup>1</sup> and has been installed in more than 185,000 vehicles.<sup>2</sup>

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

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

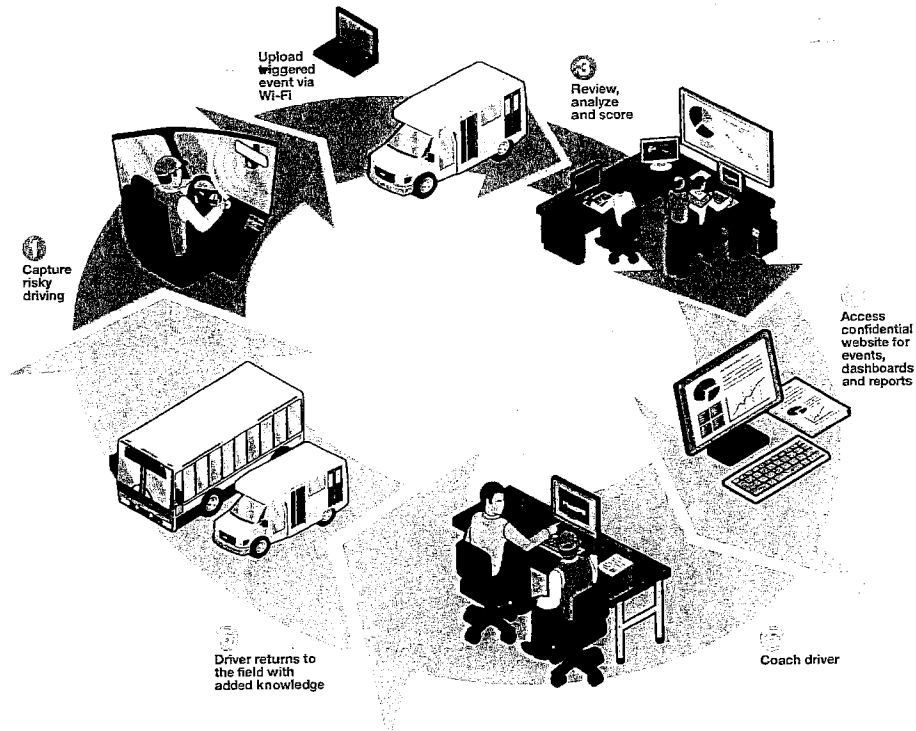
<sup>1</sup> <http://www.drivecam.com/our-solutions/proven-benefits>

<sup>2</sup> <http://www.drivecam.com/our-company/about-drivecam>





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

As coaching opportunities are identified, they are brought to the attention of the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV's employment policies. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

MV has invested significantly with DriveCam and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Max Kabrich) to support MV's local team.

Although an employee of DriveCam, Mr. Max Kabrich is assigned full-time to MV's operations and is based at MV's Dallas Texas headquarters. Max's presence within MV's DriveCam program ensures the most up to date programs – including





reporting and training – are offered to MV’s customers. This also gives MV a direct line of communication with DriveCam’s executive team.

## **Inspections and Compliance**

### ***Compliance with Regulatory Agencies***

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

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

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

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

### ***Safety Inspections***

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance.





These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:


- **Safety Management Inspections:** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.
- **Maintenance Safety Inspection:** These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and annual safety inspections. These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility.

MV also welcomes County facility inspections.

## **Risk Security Threat Reduction**

### ***System Security Awareness Classroom Training***

MV's classroom training includes a 30-minute presentation of the Warning Signs video,  produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

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

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

### ***System Safety Program Plan (SSPP)***

MV's System Safety Program Plan is consistent with federal, state and local regulations, and assures that industry standards are maintained in accordance with







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the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA). A copy of this plan is available upon request.

The goals of MV's Safety Plan are to:

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

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

### System Security and Emergency Preparedness/Transit Security Plan

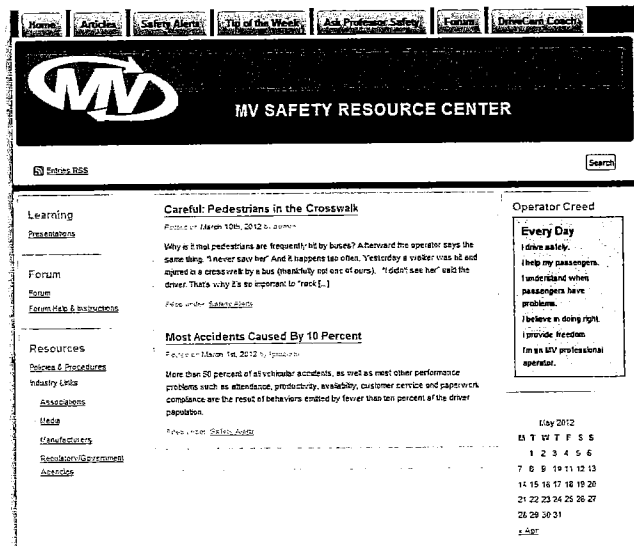
The System Security and Emergency Preparedness/Transit Security Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.

MV's Transit Security Plan will meet all County requirements. MV will work closely with the County to ensure all County needs are adequately addressed in its plan.

### Online Safety Support Resources

The Safety Resource Center (SRC) is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV's safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

The SRC is a dynamic portal that contains up to date safety-





related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:

- **Articles and Alerts:** New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
- **Ask Professor Safety:** A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.
- **Safety Tips:** Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.
- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.
- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.

## g. Training

### Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective, cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive

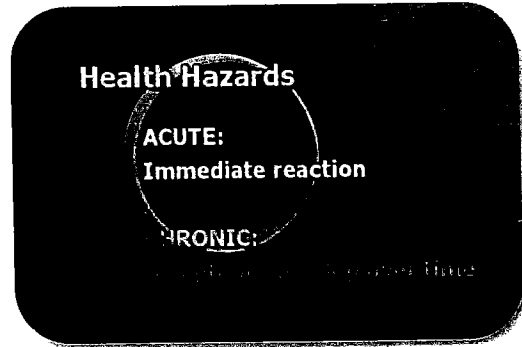




attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

### Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
<b>Total:</b>	<b>83.75 hours</b>



### **Classroom Training**

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



Interactive Employee Panel Training Discussion

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are provided in the appendix of this proposal.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### **Pre-Driving Skills**

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### **Observation**

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.



### **Behind the Wheel (BTW) Training**

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

### **Cadet Training**

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the service area.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### **Post-Training Testing and Remedial Training**

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

### ***Training Highlights***

#### **Defensive Driving - LLLC**

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™





By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### **Sensitivity and Passenger Assistance**

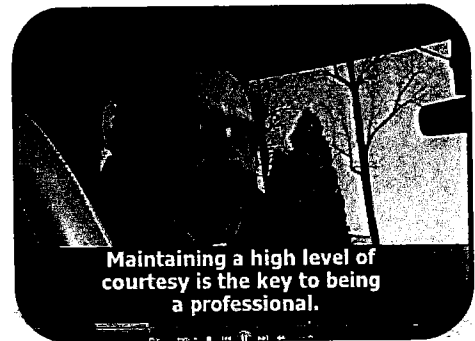
MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### **Customer Service**

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.





START Training teaches operators the “how”, “when”, and “why” of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

### ***CPR and First Aid Training***

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

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

- The importance of quick response to first aid situations
- Basic first aid intervention
- Basic adult cardiopulmonary resuscitation (CPR)
- Universal precautions for self-protection

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

- Shock
- Bleeding
- Poisoning
- Burns
- Extreme temperatures
- Musculoskeletal injuries
- Animal bites and insect stings
- Medical emergencies
- Confined spaces

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



## Dispatcher Training

### *On-the-Job Training*

Dispatcher training is administered across a 40 hour work week, primarily as on on-the job training. During the course of that training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy and procedure
- **Dispatcher Overview:** Introduction to the job, roles and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements for fixed route service
- **Telephone Doctor:** Telephone courtesy, customer relations and problem solving techniques (see description below)
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby/extraboard, daily labor control, checking DVIs and paperwork.
- **Operator Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes attendance procedures, extra board management, and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

### *Telephone Doctor Customer Service Training*

In addition to on the job training, dispatchers and all office staff are required to attend the Telephone Doctor customer service training. This is a 2.5 hour program that focuses on improving communication with customers. The eight training modules are as follows:



- **The Service Mentality:** This teaches the proper mind-set for serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.







- **Determining Needs:** Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- **Changing Perception:** Learning non-visual communication and relaying a positive attitude on the phone.
- **Coaching Skills:** Ways to improve performance and develop managers and supervisors through training, coaching and counseling,
- **Five Forbidden Phrases:** What they are and how passengers will react, and how to change the message to achieve results.
- **Six Cardinal Rules of Customer Service:** Real-life examples of what to do (and what not to do) when faced with common situations.
- **Proactive Customer Service:** Building rapport with regular callers, and providing adequate information the first time.
- **The Welcomed Guest:** Enhancing employees' ability to represent the service.

## Road Supervisor Training

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:



- *Observation Techniques:* This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- *At-Risk Operator Behaviors:* Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.



- *Coaching the Professional Operator:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## **Maintenance Training**

### ***Basic Training***

Candidates hired to MV's shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and County policy, procedures, and requirements is provided. This training is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze Enterprise Asset Management (EAM), and review of all safety procedures and hazmat requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Alternative fuel safety and inspection
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating

### ***Ford Motor Company Training***

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





### **ASE Certification Program**

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. If an employee attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



### **Factory and Manufacturer Training**

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Goodyear, Supreme, and Bluebird) for training.

## **h. Recruitment and Replacement**

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

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

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.

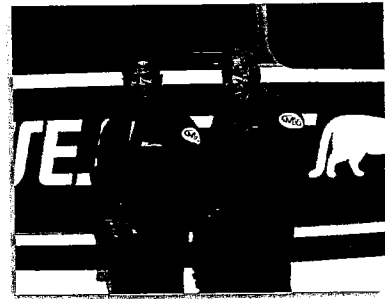




- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

## i. Uniforms and Identification Badges

MV will work with the County to establish a formal uniform policy by which all operators must abide. MV will seek the County's input on uniform design and color scheme in order to improve the visibility and recognition of the Shuttle operator team.



All vehicle operators are required to wear a uniform provided by MV. Uniforms will include shirt/blouse or collared polo shirt, and slacks, skirt, or Bermuda shorts. Uniforms are kept clean and neat at all times. While on duty, operators wear nametags with their names and badge numbers clearly visible at all times. All of these items are collected from any operators being separated from MV.

## j. Communications

### Dispatch and On Road Communications

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

Operators must complete the run sheet, indicating the arrival and departure time of each stop. Before leaving the last stop to return to base, operators must contact dispatch and walk through their bus, making sure the vehicle is clean and that no lost items are on the vehicle and that all passengers have exited the bus.

MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

At the end of the service day and/or upon completion of the route, operators will return to the yard and radio the dispatcher upon arrival at the yard so the dispatcher can record this time. Operators will complete the post-trip inspection, tidy up the vehicle, and return their keys and completed run sheet to the dispatcher. The dispatcher will check each operator out on the service log and review the Operator Log.



## Effective Radio Communications with Dispatch

All operators are trained in and required to follow the following radio communication procedures. Operators are expected to:

- Ensure the radio is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only MV-provided radio, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the radio at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Always keep the microphone in the mic holder. This will prevent open mic situations.
- Avoid operating the radio while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Monitor radio transmissions to make sure that the radio is open before attempting to transmit (watch the 'busy light'). This will keep the operator from interfering with other transmissions.
- Depending upon County policy, use either the route number or bus number when calling dispatch.
- Hold the microphone approximately two inches from the mouth when transmitting and hold down the microphone button for two seconds before beginning to speak. This will prevent the beginning of the transmission from being cut off.
- Plan messages in advance so that they are short and concise.
- If a transmission has not been heard for more than five minutes, conduct a radio test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the radio to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.
- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use County or MV provided codes whenever possible to expedite and clarify radio communications.





## Communication with the County

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

### k. Response to Contingencies and Emergencies

MV's supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and road calls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Assignment of extraboard shifts during peak hours
- Daily assignment of standby operators
- Assignment of pre-tripped, standby vehicles the operating facility
- Support vehicles dedicated to operator relief

### Extraboard Operators

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of an operator deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the division, they are provided route paddles to assist them in throughout the service day.

### Standby Operators

Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, road call, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.





## **Backup Vehicles**

Backup vehicles are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or road call.

## **I. Transition Plan**

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

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

### **Implementation Methodology**

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

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

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

### **Management Approach**

Mr. Fadi Chakbazof will oversee all startup activities and serve as MV's full-time transition manager for this project. He will work closely with Mr. Allan, the local management team, and regional resources to direct all elements of the transition.

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





<b>Transition Duties</b>	<b>Responsible Team Member</b>
<b>Team Oversight</b>	Fadi Chakbazof, Regional Vice President
<b>Client Liaison &amp; Contract Compliance</b>	Fadi Chakbazof, Regional Vice President Steve Allan, Project Manager
<b>Scheduling &amp; Operator Assignments</b>	Steve Allan, Project Manager
<b>Operator Training &amp; Recruiting</b>	Lina Parten, Safety & Training Manager
<b>Security / Emergency Planning &amp; Assessments</b>	Lina Parten, Safety & Training Manager Teryl Woods, VP of Safety
<b>Human Resources</b>	Cristina Pereira, Director of Human Resources
<b>Passenger Relations</b>	Steve Allan, Project Manager
<b>Service Quality &amp; Contract Liaison</b>	Steve Allan, Project Manager Doug Gies, President Southwest
<b>Fleet Transition, Maintenance, Equipment &amp; Facilities</b>	Kenny Pouncey, Director of Maintenance Martin Camargo, Maintenance Manager
<b>Personnel &amp; Training</b>	Teryl Woods, VP of Safety
<b>Budgeting &amp; Finance</b>	Kimberly Friedmann, Director of Accounting

## Resource Transition

### *Personnel Resources*

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive County approval. These individuals will be retained in their present position, at their current seniority.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

### *Vehicle Operator Training*

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

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

MV will request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. Should this request be denied, MV will advise employees to obtain copies of their training files directly.







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

### ***Fleet Transition***

MV has extensive experience in fleet transitions and understands the provisions of this process. MV will schedule fleet acceptance inspections with the County and the outgoing service operator. These inspections will occur prior to transitioning the fleet, with ample time to complete any necessary corrective maintenance.

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

### **Outreach**

#### ***Personnel Outreach***

MV will retain as much of the existing workforce as possible. To keep this team engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

Scheduled informational sessions will explain the transition process and will be held during off-peak service hours. MV staff will be available at these meetings to assist existing personnel with the MV application process.

A toll free number will also be provided to employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.

There will likely be a few employees who may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.





### ***Working with the Community***

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV will establish a Passenger Transition Committee. This committee comprises passengers, County staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.



Steve Allan will facilitate this committee, and establish clear, open and honest communication about how the transition is progressing.



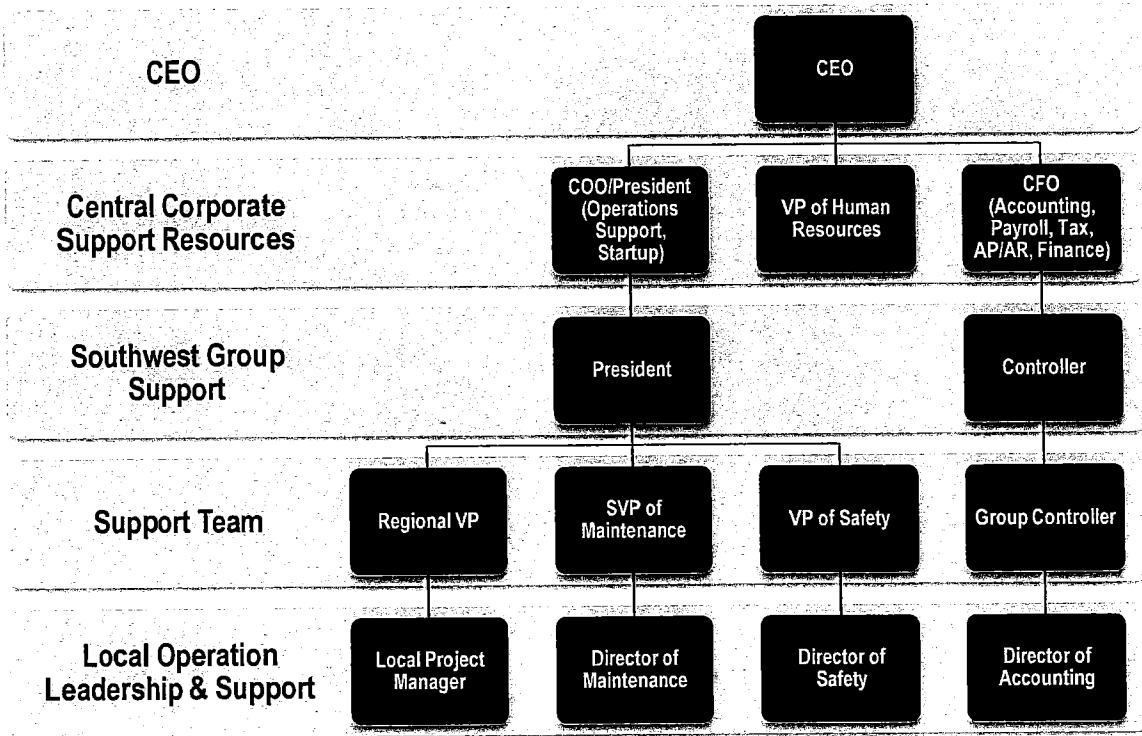


## 7. Quality Assurance Program

### a. Policies and Procedures

As project manager, Mr. Allan will be responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.





## **Operational Control Programs**

### ***Road Supervision and Operator Evaluations***

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.

### ***Dispatch Monitoring***

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed.

The project manager will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally callers requesting to speak to a supervisor.

## **b. Inspection Fundamentals**

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

**Safety Inspections (performed by: safety and training manager, frequency: monthly)** – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

**Safety Audits (performed by: director of safety, frequency: semiannual)** – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all





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employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.

**Facility Audits (performed by: regional director of maintenance, frequency: annual)** – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

**Preventive Maintenance Inspection “Rerack” (performed by: maintenance manager, frequency: monthly)** – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10% of the fleet under the PM inspection to ensure completeness.

**Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual)** – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training.

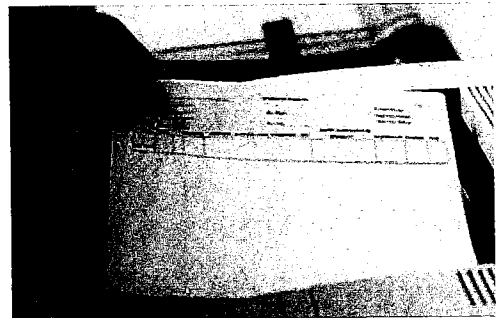
Regarding MV’s method to correct deficiencies, MV requires that an action plan be developed to resolve any issues identified. The action plan is monitored by the regional vice president to ensure successful results.

Samples of quality assurance review forms are included in the appendix for the County’s review.

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

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

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. MV uses the Lawson Accounting and HR ERP and other third party data collection systems.



As required, MV will track the performance requirements as outlined in Exhibit F, to ensure it is meeting the standards outlined by the County and the Company:





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- Permanent service vehicles;
- On-time performance;
- Service vehicle not available;
- Complaints;
- General reporting;
- National Transit Database reporting;
- LACMTA Re audit of annual NTD report
- Weekly maintenance inspections;
- Daily vehicle inspection (DVI) reports;
- Preventive maintenance;
- Shutdown of vehicles;
- Deficient vehicle condition;
- Vehicle emissions (engine smog);
- Permanent vehicle rejection;
- Incorrectly set destination signs;
- County service vehicle warranty;
- Off-routing;
- Controlled substance and alcohol testing;
- Maintenance personnel;
- Trips not made;
- Non-ADA service vehicle;
- Violation of storage and maintenance facilities;
- Storage of County service vehicles;
- Implementation of email and internet access;
- 24-hour contact;
- Unresolved service vehicle claims;
- Service vehicle transfer audit;
- Health, safety and comfort;
- Personnel;
- Timely repairs to County-provided service vehicles;
- Fines by regulatory and governmental agencies; and
- AVL devices

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

MV will maintain all records for the life of the contract through its fleet management computer system. All documents are available to the County.





## Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV's team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV's regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV's regional vice president and vice president of business development will meet frequently with County staff to discuss the local team's performance.

As needed, these individuals will garner additional resources necessary to correct any issues.

Please refer to proposal section 13. *Record Keeping* for additional information.





## 8. Subcontractors

MV will not use subcontractors in the performance of this work.







## 9. Equipment/Proposer-Provided Spare Service Vehicles

### a. Equipment



All proposed equipment is listed on Form PW-19, provided with this proposal. Please refer to the appendix of this proposal for additional detailed vehicle information.

In addition to the County provided vehicles, MV will provide one new 2014 ADA and CARB compliant, Starcraft Allstar 25ft. CNG Cutaway

vehicle that meets all specifications outlined in Exhibit A and Exhibit I detailed in the vehicle specifications list below.

#### Vehicle Specifications

Minimum 14,000 LB GVWR

7,000 lbs. front axle (GAWR)

10,000 lbs. rear axle (GAWR)

Spring suspension front and rear (option for rear air)

159 to 178 inch wheelbase

Four-Wheel Disc Brakes

20- or 16-passengers with two-wheelchair positions

Vertical stanchions throughout perimeter seating

86,000 BTU passenger area air-conditioning system

24,500 BTU operator area air-conditioning system

35,000 BTU passenger area heater

Passenger pull cord system

"Stop Requested" sign

Backup alarm





Rican model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements

ADA-compliment securement system for two-wheelchair passengers

10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit

Outside signage

Fare box

## b. Communication Equipment

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

- **Service Vehicle Communication Equipment:** MV's proposal includes the Verizon push-to-talk network for use by vehicle operators. The units are the Samsung Convoy 2. Each phone has its own dedicated push-to-talk number. MV will have a sufficient number of radios for all necessary personnel in the network for push-to-talk. There will be unlimited coverage throughout the entire service area and Verizon Network.

This system enables dispatch or management team to talk discretely to each vehicle separately or to all vehicles at the same time. This improves one-on-one communication with operators.

MV will have spare units on hand. If one should break down on a vehicle that is in service, MV's road supervisor will meet the vehicle at its next stop to replace the unit.



- **Internet Access and Email:** MV's location is equipped with Internet access. All managers have access to email communications. The County will have access to MV's team through email, business phone land lines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.



- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

### c. **Equipment Maintenance Program**

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



Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

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

#### c.1. **Service Vehicle Condition**

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





MV understands its obligations under CHP regulatory compliance, and its locations have a superior history with these inspections.

### **c.2. Warranty Work (County Service Vehicles Only)**

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

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

MV will also perform warranty repairs to the body, doors, body electrical, seating, flooring, etc. using the prescribed warranty procedure. MV will submit claims for reimbursement after repairs are made.

MV will use the Trapeze Enterprise Asset Management (EAM) maintenance management information system to track warranty repair.

### **c.3. Service Vehicle Appearance / Cleaning / Fumes**

MV's effective vehicle cleaning program ensures a clean, professional looking fleet. MV's vehicle service worker will handle all cleaning and fueling responsibilities. MV will maintain a log of its cleaning activities to document compliance with the County's requirements, which will be kept in the maintenance files.

#### **Service Vehicle Interior**

The interior of each vehicle will kept free of litter and debris. Daily, the vehicles will be dusted, swept and/or vacuumed, and floors will be mopped. Upholstery, interior panels and windows will be cleaned as needed. Windows, seats, stanchions, grab rails, and floors will be washed weekly (minimum). Gum, grease, dirt, and graffiti will be removed daily from all interior surfaces. Vehicles with damaged seats and upholstery will be removed from revenue service immediately,





and will be repaired in a professional manner or replaced with identical materials. Ceilings and walls will be cleaned as needed to maintain a professional appearance. As needed, vehicles will be exterminated. Vehicles will not be placed into service while any fumes remain on the vehicle.

### **Service Vehicle Exterior**

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

### **Fumes**

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

### **Graffiti**

To support the County's zero tolerance for graffiti, any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public (including damaged upholstery), will be brought to the attention of Mr. Camargo, who will assign repairs. MV understands that it must immediately repair graffiti to eliminate hazards, minimize discomfort and maintain the fleet's appearance. No vehicle will be returned to service until graffiti is completely removed.

## **c.4. Daily Pre-trip and Post Trip Vehicle Inspection and Servicing**

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

During peak pullout periods, at least one (1) supervisor is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or





the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and perform all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

### **Daily Vehicle Inspection Repairs**

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

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

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

### **c.5. Wheelchair Lifts and Ramps**

No vehicle is permitted to enter service without a safe, functioning lift/ramp. During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components and cleaning gears.





### **c.6. Destination Signs**

All operators will be trained in the use of destination signs. Any out of service vehicle or vehicles entering service or returning to the yard (deadheading) will set destination signage to “Not In Service”.

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors, and video systems. These devices’ manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

### **c.7. Maintenance Program**

#### **i. General Scope**

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

#### **ii. Parts and Fluids**

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

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

#### **iii. Service Vehicle Damage**

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

#### **Body Repair**

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





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

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

### Major Repairs

Major component repairs are performed by qualified local vendors. MV typically identifies one or more local vendors from which to purchase rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV contracts with local vendors for the purchase of rebuilt transmissions, or to have existing transmissions rebuilt. MV's maintenance team handles all transmission removal and replacement/installation.

### iv. Preventive Maintenance Schedule

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

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

Preventive maintenance inspections are often performed by mid-level technicians (B or C) and are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance team works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet availability during peak hours.







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All preventive maintenance inspection data is recorded in the Trapeze Enterprise Asset Management (EAM) maintenance software, a web based package provided by MV.

The mechanic performing the preventive maintenance inspections has the vehicle file available for reference purposes. Any minor deficiencies noted in the file which were identified during the DVI process or otherwise logged in the vehicle file will be addressed and repaired at that time.

Oil Analysis

Using the Trapeze Enterprise Asset Management (EAM) maintenance management information software (described below), MV will determine which vehicles are due for a preventive maintenance inspections two weeks out. A list of those vehicles will be provided to MV's vehicle service worker, who will pull an oil sample while the engine is still hot, using a probalyzer fluid sample kit.



Engine oil will be sampled one week or 500 miles prior to each A inspection / oil change, and transmission oil will be sampled one week or 500 miles prior to each A inspection/service, not to exceed 24,000 miles between samplings.

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

Code	Description	Unit	Value	Unit	Value	Unit	Value
0100	Oil Pressure	PSI	0	PSI	0	PSI	0
0101	Oil Level	IN	0	IN	0	IN	0
0102	Oil Color	CL	0	CL	0	CL	0
0103	Oil Smell	CL	0	CL	0	CL	0
0104	Oil Temperature	TEMP	0	TEMP	0	TEMP	0
0105	Oil Viscosity	SAE	0	SAE	0	SAE	0
0106	Oil Analysis	TEST	0	TEST	0	TEST	0
0107	Oil Change	MILES	0	MILES	0	MILES	0
0108	Oil Filter	REPL	0	REPL	0	REPL	0
0109	Oil Drain	REPL	0	REPL	0	REPL	0
0110	Oil Dipstick	REPL	0	REPL	0	REPL	0
0111	Oil Pan	REPL	0	REPL	0	REPL	0
0112	Oil Seal	REPL	0	REPL	0	REPL	0
0113	Oil Gasket	REPL	0	REPL	0	REPL	0
0114	Oil Drain Plug	REPL	0	REPL	0	REPL	0
0115	Oil Drain Plug Seal	REPL	0	REPL	0	REPL	0
0116	Oil Drain Plug Gasket	REPL	0	REPL	0	REPL	0
0117	Oil Drain Plug Washer	REPL	0	REPL	0	REPL	0
0118	Oil Drain Plug Nut	REPL	0	REPL	0	REPL	0
0119	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0120	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0121	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0122	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0123	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0124	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0125	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0126	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0127	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
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0159	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0160	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0161	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0162	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0163	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0164	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0165	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0166	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0167	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0168	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0169	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0170	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0171	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0172	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0173	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0174	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0175	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0176	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0177	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0178	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0179	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0180	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0181	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0182	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0183	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
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0191	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
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0194	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0195	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0196	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0197	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0198	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0199	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0
0200	Oil Drain Plug Sealant	REPL	0	REPL	0	REPL	0

1380 7th Street Denver, CO 80204  
800-868-8876

1380 7th Street Denver, CO 80204  
800-868-8876

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





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

MV will inform the County at least seven calendar days in advance of the oil sampling dates, and will provide the County with a copy of the results of analysis within one business day of receipt.

**v. Brake Inspection/Adjustment**

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

**vi. Heating, Ventilation, and Air Conditioning**

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

Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed.

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

The table below represents MV's Air Conditioning PM cycle. A detailed inspection checklist is included in the appendix of this proposal.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant change (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.





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•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
	•	Check evaporator pressure regulator (EPR) valve operation.
	•	Replace liquid line dehydrator. <b>NOTE: The dehydrator should be changed anytime the system is opened.</b>
	•	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>		
•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	Check compressor oil level and color (1/4 to 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
	•	Steam clean compressor and clutch
	•	Check clutch coil resistance and voltage.
	•	Lubricate clutch bearing
	•	Check high pressure and low pressure cutout.
	•	Check compressor oil for acidity.
	•	Check compressor efficiency.
	•	Check compressor oil pump pressure.
<b>ELECTRICAL</b>		
	•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
	•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).



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	<ul style="list-style-type: none"> <li>• Visually inspect alternator drive belts for excessive wear, tension and alignment.</li> </ul>
	<ul style="list-style-type: none"> <li>• Clean alternator, check for signs of corrosion, and check wire connections.</li> </ul>
<b>Semi-annually</b>	Check evaporator/heater blower motor speed, voltage and amperes (all motors).
<b>Semi-annually</b>	Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
<b>Semi-annually</b>	Check condenser fan motor speed, voltage and amperes (all motors).
<b>Semi-annually</b>	Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
	<ul style="list-style-type: none"> <li>• Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.</li> </ul>
	<ul style="list-style-type: none"> <li>• *Check condenser pressure switch/condenser motor high and low speed operation (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• *Check freeze thermostat (when equipped).</li> </ul>
<b>STRUCTURAL</b>	
	<ul style="list-style-type: none"> <li>• Inspect condenser coil for cleanliness.</li> </ul>
	<ul style="list-style-type: none"> <li>• Inspect evaporator coil for cleanliness.</li> </ul>
	<ul style="list-style-type: none"> <li>• Visually inspect unit for loose, damaged or broken parts.</li> </ul>
	<ul style="list-style-type: none"> <li>• Clean or replace return air filter (more frequently if necessary).</li> </ul>
	<ul style="list-style-type: none"> <li>• Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.</li> </ul>
<b>Semi-annually</b>	Lubricate evaporator fanshaft bearings
	<ul style="list-style-type: none"> <li>• Visually inspect engine coolant hose and hose clamp condition on heater coil system.</li> </ul>





•	Clean condenser and evaporator coils.
•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
•	*Check condenser air seals and air deflector (when equipped).
•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<b>*If applicable.</b>	
<b>**Twice monthly during air conditioning season.</b>	

**vii. Spare Parts**

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. MV tracks all parts inventories and use in the Trapeze Enterprise Asset Management (EAM) maintenance management information system. When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts.

All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Both random/spot and planned inventories are performed to confirm all parts usage is accounted for and any discrepancies are investigated.

**Original Equipment Manufacturer (OEM) Parts and Specifications**

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

**viii. Towing**

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





### c.8. In-Service Vehicle Breakdown

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

- If the operator can resolve the issue on his or her own; in which case the technician will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route. MV will respond with an ADA compliant vehicle within 30 minutes.
- If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard.
- If a tow/wrecker service is required; in which case, the mechanic will work with dispatch, who will coordinate this process.

A vehicle breakdown form is completed for every road call and stored in the vehicle file. Information about the road call is also entered into the Trapeze Enterprise Asset Management (EAM) maintenance management information system.

### c.9. Service Vehicle Maintenance Record Keeping

MV will provide the Trapeze Enterprise Asset Management (EAM) maintenance management information software. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.

Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It





supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.

Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Under its latest upgrade under the brand Trapeze EAM, the system will enable integration with the Trapeze scheduling software. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by the County. Mr. Camargo will ensure all vehicle files (electronic and hard copy) are complete and well organized.

#### **c.10. Applicable Vehicle Codes and Regulations**

MV operates hundreds of vehicles across the State of California, and is intimately familiar with the safety standards outlined in Title 13 and CHP Motor Carrier Safety Regulations. All vehicles will be maintained pursuant to these standards. The company welcomes CHP inspections and has maintained an outstanding record of achieving satisfactory ratings.

#### **Maintenance Safety**

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

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

All MV shops must follow company issued standards regarding housekeeping, first aid/emergency equipment, personal protective equipment (PPE) availability, signage/posters and MSDS availability.

Director led maintenance shop and facility audits are performed annually to verify that all maintenance activities conform to MV's safety policies.





### **Lock Out Tag Out**

The lock-out/tag-out procedure prevents vehicles or other power equipment that are out of service for repair from being accidentally used in service. This process includes the following actions:

- **Lock Out:** The vehicle or equipment is marked noting Out-Of-Service (OOS) and disabled when not being actively repaired.
  - An Out-Of-Service marking is placed on the operator side windshield (or OOS cover placed on steering wheel) of any vehicle that is not safe to operate.
  - Maintenance shop equipment must be secured, if damaged or not in use, to prevent usage until properly repaired. These items will be clearly tagged with a “DO NOT USE” sign.
  - These markings will only be removed by maintenance department personnel.
  - OOS status is noted on the vehicle maintenance board (and monitor)
- **Tag Out:** The vehicle is tagged out in dispatch so keys cannot be distributed

These procedures are reversed when returning a vehicle/ equipment to service

During shift or personnel changes, specific procedures are used to ensure the orderly transfer of lock-out/tag-out devices. This program is also reinforced through periodic inspection by shop, safety and operations management personnel.

Training and retraining is provided to all personnel to ensure a clear understanding of this process. Use of tagged out equipment is considered as a serious, unsafe act and is reason for discipline up to and including termination.

### **Environmental Concerns**

MV complies with all local, State and Federal regulations regarding waste maintenance. MV follows industry best practices regarding the handling, storage and disposal of maintenance end products. MV’s policy and procedures for these processes will conform to all guiding environmental regulations.

MV’s waste management programs are as follows:

- **Antifreeze:** Antifreeze will be properly stored in separate containers. And will employ a properly certified company to remove used antifreeze.
- **Parts Washing:** MV uses a water based parts wash with parts cleaners. This solution is environmentally safe and biodegradable.
- **Cleaning Solutions:** MV uses bio-degradable cleaning solutions from ZEP Manufacturing Company, [www.zep.com](http://www.zep.com).







Proposal to County of Los Angeles Department of Public Works for Athens and Lennox Shuttle Services – 2014-PA014

- **Storm Water:** MV complies with all local, State and Federal regulations regarding storm water. MV will have a proper storm water plan on file, and all processes will be designed to keep all pollution out of the storm water drains. MV will use a floor scrubbing machine to pick up any spills, and water will be recycled through the water clarifier.
- **Waste Water:** All waste water is poured through the clarifier to filter and treat it before it is released into the sewer system.
- **Used Oil:** All used oil will be removed by a certified, insured recycling vendor. This vendor must have proper certification on file.
- **Used Filters:** MV uses filter crushers to condense filters before they are disposed of. All procedures regarding this process will be in compliance with local regulations.
- **Spills:** MV will ensure proper containment systems and containers are readily accessible throughout the facility. Mobile spill kits and proper containment are readily available to provide quick response to any spills in the field. All spills will be taken care of immediately and all containment materials will be properly handled and stored for future removal.
- **Sludge:** Sludge will be hauled away by a properly certified recycling company for proper disposal.
- **Freon:** All of MV's maintenance personnel will be either 608 or 609 certified in the proper use of AC recycling machines.





## 10. Financial Resources

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

MV has provided its confidential audited 2010–2012 Financial Statements enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. MV has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Brad Cornelsen, Chief Financial Officer, at (707) 863-8980, extension 3009.





## 11. Licenses and Certifications

MV's proposal contains copies of its operators' valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) commercial driver's license for this service.

Regarding ASE certifications, MV makes the affirmative statement that all of MV's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE Certification in the H-4 ASE Transit Bus Brake test.

In addition, MV has included documentation that Mr. Martin Camargo holds the required ASE vehicle air conditioning system certification in medium/heavy duty truck, school bus or transit test series.





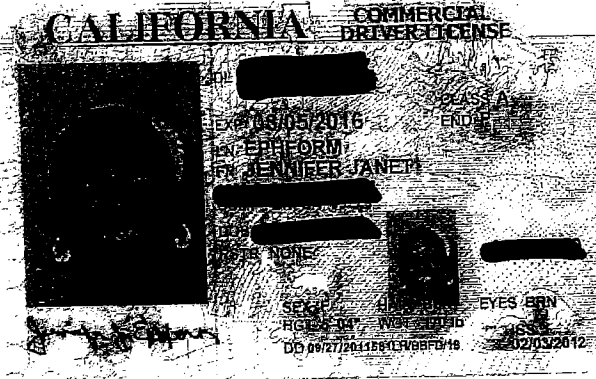
## 12. Insurance

MV has the ability to provide insurance coverage of the types and levels required in the RFP. Please see Form PW-16 included in section 14: *Forms List*.



# MV Credential Fo: 1

## Driver's License:



## VTT Card:

### CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR EXPIRES BIRTHDAY DRIVER LICENSE NO. STATE  
 [REDACTED] 2016 [REDACTED] CA

FULL NAME JENNIFER JANET EPHFORM

STREET NUMBER [REDACTED]

CITY [REDACTED]

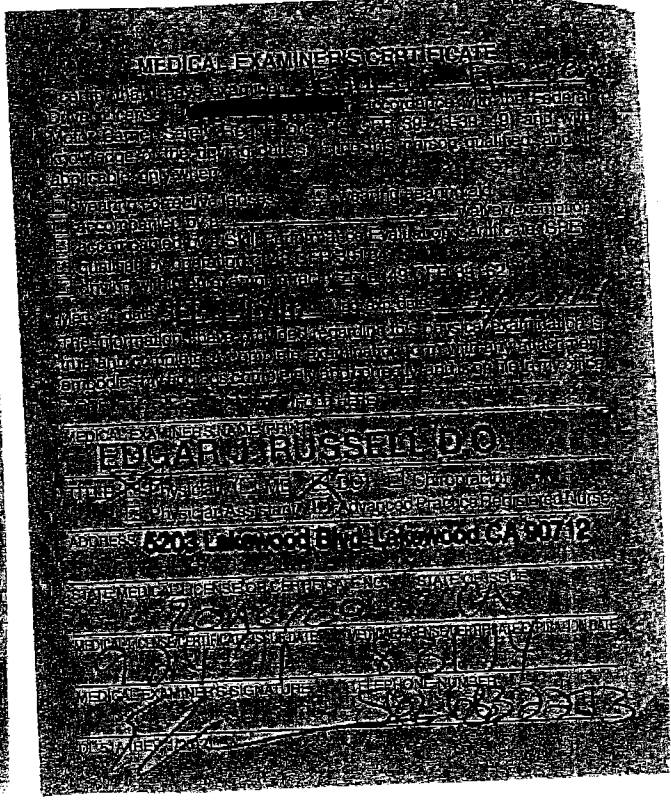
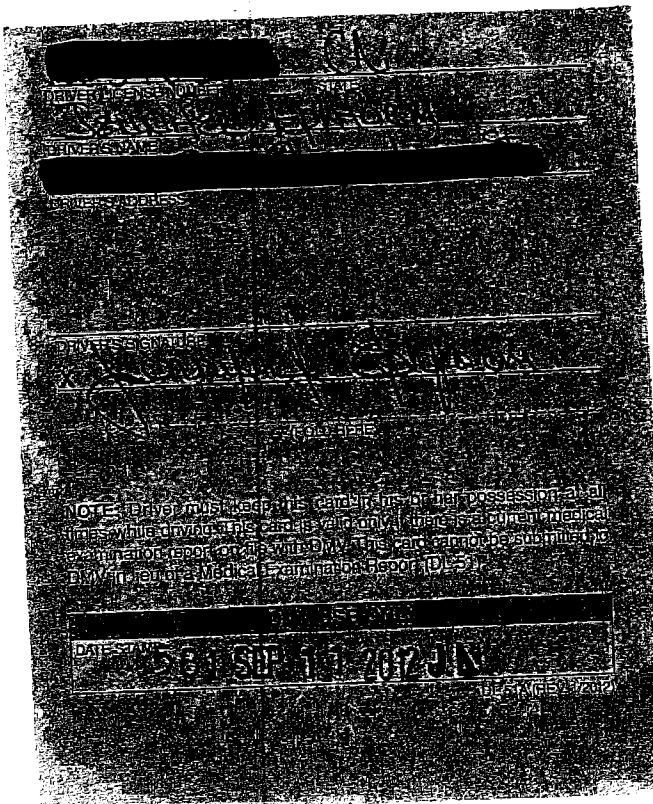
SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 9-21-12 Fee Paid \$10.00

*Jennifer Janet Ephform* Bellflower 6046  
 AUTHORIZED DMV EMPLOYEE DMV FO ID NUMBER

CL 260A (NEW 4/80) SEE OVER FOR RESTRICTIONS, IF ANY



**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL [REDACTED] CLASS B  
 EXP: 08/09/2017 END P  
 LN: EIRLS  
 FN: DARICK SIGRED GLENN  
 BOB: [REDACTED]  
 RSTR: 64  
 SEX: M HAIR: [REDACTED] EYES: BRN  
 HGT: 5'04" WGT: 250LB ISS: [REDACTED]  
 ED: 05/16/2012 06/16/2012

*Darick Eirls*

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH: 06/09/2017 EXPIRES BIRTHDAY: [REDACTED] DRIVER LICENSE NO.: [REDACTED] STATE: CA  
 FULL NAME: DARICK SIGRED GLENN EIRLS  
 STREET NUMBER: [REDACTED]  
 CITY: [REDACTED]  
 SIGNATURE OF LICENSEE: *Darick Eirls*  
 Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.  
 Date Issued: 05/16/12 Fee Paid \$10.00  
 AUTHORIZED DMV EMPLOYEE: *Brand M* DMV FO: 606/blf ID NUMBER: 16  
 DL 260A (NEW 4/90) SEE OVER FOR RESTRICTIONS, IF ANY  
 CUT ON DOTTED LINE

**MEDICAL INFO.**

**MEDICAL EXAMINER'S CERTIFICATE**  
 I, the undersigned, a duly qualified and licensed medical professional, have examined the applicant and, in accordance with the Federal Motor Carrier Safety Regulations, 49 CFR 391.61(b)(3), and with knowledge of the driving duties of this person, qualified and licensed to drive a commercial motor vehicle.  
 wearing corrective lenses,  wearing hearing aid,  accompanied by a driver,  wearing exemption placard.  
 accompanied by a State-licensed evaluation certificate (SPC) or driver's license.  
 driving under a permit issued by the DMV (SPR 391.62).  
 I certify that the applicant has met the requirements of 49 CFR 391.61(b)(3) and has provided adequate medical information as required by the regulations. I have completed a complete physical examination and, in accordance with the regulations, I have determined that the applicant is qualified to drive a commercial motor vehicle and is eligible for any class of license.  
 MEDICAL EXAMINER'S NAME: **MEDICIAN RUSSELL**  
 TITLE: Doctor of Medicine (MD) (450) or Chiropractor  
 ID: Doctor Assistant or Advanced Practice Registered Nurse  
 ADDRESS: 5203 Lakewood Blvd, Lakewood, CA 90742  
 STATE OF ISSUE: CA  
 EXPIRES: 02/21/2014  
 EXPIRES: 02/21/2014  
 EXPIRES: 02/21/2014  
 EXPIRES: 02/21/2014  
 EXPIRES: 02/21/2014

DRIVER'S LICENSE NUMBER: [REDACTED] STATE: CA  
 DRIVER'S NAME: *Darick Eirls*  
 DRIVER'S ADDRESS: [REDACTED]  
 DRIVER'S SIGNATURE: *Darick Eirls*  
 REQUIRERS: [REDACTED]  
 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 can only be submitted to DMV in a current Medical Examination Report (DMV 557).  
 DMV USE ONLY  
 DATE STAMP: 02/21/2014

**Certificate of Completion**

Darick Eirls  
 has completed the requirements for  
**Adult First Aid/CPR**  
 conducted by  
**American Red Cross**  
 Date completed: 02/21/2014  
 Validity period: 2 Years  
 Certificate ID: GPWZX2



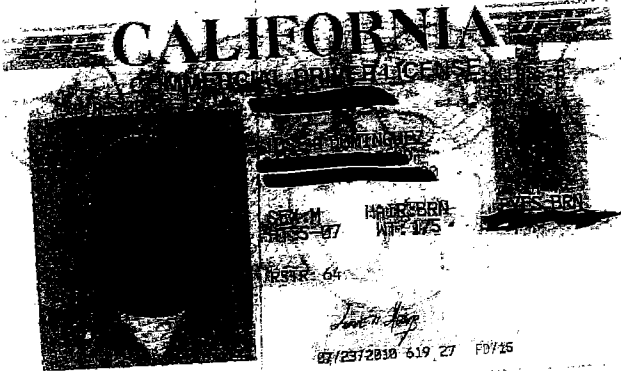
American Red Cross



Scan code or visit [www.americanredcross.org](#)

# MV Credential Form

## Driver's License:



## VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY 2015	DRIVER LICENSE NO. [REDACTED]	STATE CA
FULL NAME JOSE A DOMINGUEZ			
STREET NUMBER [REDACTED]			
CITY [REDACTED]			
SIGNATURE OF LICENSEE Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.			
Date issued 07/23/10		Fee Paid \$10.00	
AUTHORIZED DMV EMPLOYEE [Signature]		SAN PEDRO 619	
DL 260A (NEW 4/80)		SEE OVER FOR RESTRICTIONS, IF ANY	

**MEDICAL EXAMINER'S CERTIFICATE**

Examinee Name: [REDACTED] Address: [REDACTED]  
 Date of Exam: [REDACTED] Examiner: [REDACTED]  
 License No.: [REDACTED] State: [REDACTED]  
 License Type: [REDACTED]  
 License Validity: [REDACTED]  
 License Fee: [REDACTED]

Medical Examiner's Signature: [REDACTED]  
 Date: [REDACTED]

DRIVER LICENSE NUMBER: [REDACTED] STATE: [REDACTED]

DRIVER SIGNATURE: [REDACTED]

DATE ISSUED: [REDACTED]

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 if law of a Medical Examiner Report (DL-34).

DMV USE ONLY  
DATE STAMP: [REDACTED]

**Certificate of Completion**  
 Jose Dominguez  
 has completed the requirements for  
**Adult First Aid/CPR**  
 conducted by  
**American Red Cross**  
 Date completed: 02/21/2014  
 Validity period: 2 Years  
 Certificate ID: GPWZX1



American Red Cross



Scan code or visit:  
redcross.org/learnfirst

Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DOB: [REDACTED]

EXPIRES: 08/18/2017

BY: AMAYA

FN: FRANCISCO ERNESTO JR

DOB: [REDACTED]

SEX: M HAIR: BRN EYES: BRN

HGT: 5-08 WGT: 280LB

DD: 07/31/2012 FEE PAID: \$10.00

DMV FQ ID NUMBER: 576A1073112

DL 260A (NEW 4/93)

YTT Card:

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH: 08/18/17 EXPIRES BIRTHDAY: [REDACTED] DRIVER LICENSE NO.: [REDACTED] STATE: CA

FULL NAME: Francisco Ernesto Amaya JR

SIGNATURE OF LICENSEE: [Signature]

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued: 07/31/2012 Fee Paid: \$10.00

DMV FQ ID NUMBER: 576A1073112

AUTHORIZED DMV EMPLOYEE: [REDACTED]

DL 260A (NEW 4/93) SEE OVER FOR RESTRICTIONS, IF ANY

[REDACTED]

DRIVER'S SIGNATURE: [Signature]

DATE: 58 APR 25 2012

NOTE: Driver must keep this card in their 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 for a Medical Examination Report (DL 5).

**MEDICAL EXAMINER'S CERTIFICATE**

DRIVER LICENSE NO.: [REDACTED] EXPIRES: [REDACTED]

EXAMINER'S SIGNATURE: [Signature]

DATE: [REDACTED]

ADDRESS: 5203 Lakewood Blvd, Lakewood, CA 90712

PROFESSION: [REDACTED]

EXPIRES: [REDACTED]



# MV Credential Form

## Driver's License

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

ISSUED: 07/27/2012

EXPIRES: 07/27/2017

CLASSIFICATION: **CLASS 1**

SEX: **M** HAIR: **BRN** EYES: **BRN**

HT: **5-09** WT: **185**

DOB: **07/27/1976** DMV ID: **125769600017**

## VTT Card:

*Dial-a-Ride*

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH: MONTH **07** DAY **27** YEAR **12** EXPIRES BIRTHDAY: MONTH **07** DAY **27** YEAR **17** DRIVER LICENSE NO. **[REDACTED]** STATE **CA**

FULL NAME: **Lorena Clausia Gasca**

STREET NUMBER: **[REDACTED]**

CITY: **[REDACTED]**

SIGNATURE OF LICENSEE: *[Signature]*

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued: **07 27 12** Fee Paid **\$10.00**

AUTHORIZED DMV EMPLOYEE: *[Signature]* DMV FO: **576** ID NUMBER: **70**

DL 260A (NEW 4/90) **SEE OVER FOR RESTRICTIONS, IF ANY**

**MEDICAL EXAMINER'S CERTIFICATE**

EXAMINER NAME: **[REDACTED]**

EXPIRES: **07/27/2017**

ADDRESS: **10000 Lakewood Blvd, Lakewood, CA 90712**

STATE MEDICAL LICENSE NO: **[REDACTED]**

MEDICAL EXAMINER'S SIGNATURE: *[Signature]*

DRIVER LICENSE NO: **[REDACTED]** STATE: **CA**

DRIVER'S NAME: **Lorena Clausia Gasca**

DRIVER'S ADDRESS: **[REDACTED]**

DRIVER'S SIGNATURE: *[Signature]*

DATE: **07/27/2012**

NOTE: Driver must keep this card in his or her possession at all times while driving this card is valid only if accompanied by a current medical examination report on file with DMV. This card cannot be submitted to DMV without the Medical Examination Report (DL 260B)

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL [REDACTED] EXPIRES 10/15/2015

FLOREZ  
FRANCES MARIE

10151982

DD 10/05/2012 29110/AAFD/16

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
[REDACTED]	2017	[REDACTED]	CA

FULL NAME: **Frances Marie Florez**

STREET NUMBER: [REDACTED]

CITY: [REDACTED]

SIGNATURE OF LICENSEE: *Frances Marie Florez*

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued: **10-29-12** Fee Paid: **\$10.00**

AUTHORIZED DMV EMPLOYEE: *[Signature]* ID NUMBER: **591/Whittier 04**

SEE OVER FOR RESTRICTIONS, IF ANY

CUT ON DOTTED LINE

CUT ON DOTTED LINE

**MEDICAL EXAMINER'S CERTIFICATE**

EXPIRES: 10/30/16

6330 VALLEY VIEW AVE #11  
LA MIRADA, CA 90638

*[Signature]*

579-1060208

**MEDICAL EXAMINER'S CERTIFICATE**

EXPIRES: 10/30/16

6330 VALLEY VIEW AVE #11  
LA MIRADA, CA 90638

*[Signature]*

579-1060208

National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**MARTIN A CAMARGO**

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below.

**MEDIUM/HEAVY TRUCK TECHNICIAN**

AREAS OF DEMONSTRATED COMPETENCE

EXPIRES

BRAKES

DECEMBER 31, 2013

HEATING, VENTILATION, & A/C

DECEMBER 31, 2015

PREVENTIVE MAINTENANCE INSPECTION

DECEMBER 31, 2013

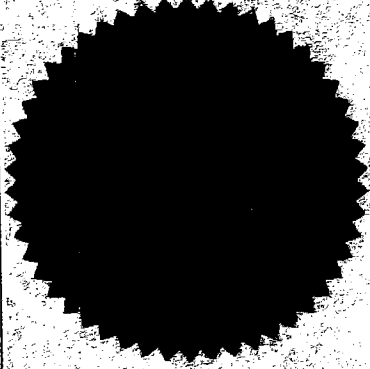
\*\* \*\*

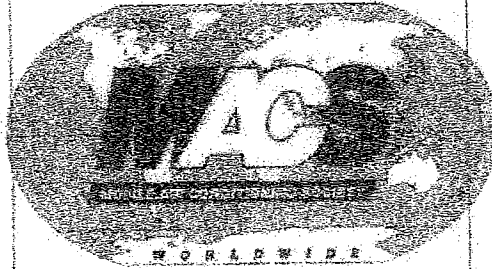
\*\*

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

LS30W9UM9CAMAR  
IDENTIFICATION NUMBER

*Timothy A. Zilke*  
TIMOTHY A. ZILKE, President





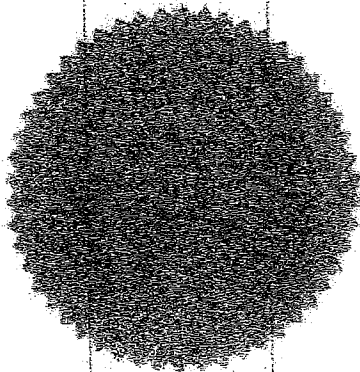
11/18/2002

871017

**Martin Camargo**

**MV Transportation, Inc.**

has successfully completed training in CFC-12  
refrigerant recycling and service procedures  
offered by the Mobile Air Conditioning Society  
Worldwide, as required by Section 609 of the  
Clean Air Act.



Elvis Hoffbauer, President

# IMAGA

INTERNATIONAL MOBILE AIR CONDITIONING ASSOCIATION  
*A not-for-profit trade association serving the Mobile Air Conditioning Industry since 1938*

Date: 07/07/92

Certificate No: 623-07-8408

MARTIN A. CAMARGO

has successfully completed training and  
is IMAGA certified in the proper use of R-12  
refrigerant recovery and recycling equipment.



Frank Allison, Executive Director



## 13. Record Keeping

MV's project manager, Mr. Allan, will ensure appropriate record keeping and provide timely, reliable management reports in line with RFP requirements. Please see Form LW-9 included in section 14: *Forms List*. MV fully complies with all State and Federal labor regulations and record keeping requirements.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and at its operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV run on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV is able to meet the FTA/NTD reporting requirements. Currently MV provides these reports to many of MV's clients who receive Federal funding and are required to submit the FTA/NTD reports. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information per the guidelines of the National Transit Database Reporting Manual.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV will set up the local computer network during the service transition to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the County's IT staff in whatever manner necessary to ensure the success of this setup.

In addition, please refer to proposal section 7.c. *Quality Control Documentation, Review, and Reporting* for additional record keeping detail.





## 14. Forms List

Please see MV's following completed forms



VERIFICATION OF PROPOSAL

DATE: March 28, 2014 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: Athens and Lennox Shuttle Services 2014-PA014

DECLARANT INFORMATION

3. Name Of declarant: W.C. Pihl

4. I Am duly vested with the authority to make and sign Instruments for and on behalf of the Proposer(s). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Executive Vice President

PROPOSER INFORMATION

6. Proposer's full legal name: MV Transportation, Inc. Telephone No.: 972.391.4650

Physical Address (NO P.O. BOX): 479 Mason St., Ste.221, Vacaville CA 95688 Mobile No.: 214.662.0499

e-mail: justin.pate@mvtransit.com Fax No.: 972.391.4750

County WebVen No.: 11124801 IRS No.: 94-2491705 Business License No.: 295591-11 (Paramount, CA)

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration: State: Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

Sole proprietor Name of Proprietor:

A corporation: Corporation's principal place of business: 5910 N. Central Expressway, Suite 1145, Dallas TX 75206

State of incorporation: California Year incorporated: 1978

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: Secretary:

A general partnership: Names of partners:

A limited partnership: Name of general partner:

A joint venture of: Names of joint venturers:

A limited liability company: Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) MV Transportation, Inc.	Title	Phone 972.391.4650	Fax 972.391.4750
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  Yes

If yes, name of parent firm: State of incorporation/registration of parent firm:

11. Has your firm done business under any other name(s) within the last five years?  No  Yes If yes, please list the other name(s):

Name(s): Year of name change: Name(s): Year of name change:

12. Is your firm involved in any pending acquisition or merger?  No  Yes

If yes, indicate the associated company's name:

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. 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: W.C. Pihl Date: March 28, 2014

Type name and title: W.C. Pihl, Executive Vice President



**SCHEDULE OF PRICES  
FOR  
ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)**

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 48.02 /Hour	5,550	\$ 266,511.00
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 55.63 /Hour	980	\$ 54,517.40
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			6,530	
<b>TOTAL ANNUAL PROPOSED PRICE</b>				\$ 321,028.40

LEGAL NAME OF PROPOSER <i>MV Transportation</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>[Signature]</i>		
TITLE OF AUTHORIZED PERSON <i>EXECUTIVE VP</i>		
DATE <i>5/16/14</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>n/a</i>	LICENSE TYPE <i>n/a</i>
PROPOSER'S ADDRESS: <i>5910 N. COPPIN RD WY, SUITE 1145 DUNES, TX 75206</i>		
PHONE <i>972-391-4816</i>	FACSIMILE <i>972-391-4869</i>	E-MAIL <i>wcp@mvtransit.com</i>
<i>479 MASSEY STREET, SUITE 221 DACA VILLE, CO. 95698</i>		

<sup>1</sup>It is estimated that Contractor-Provided vehicle may be needed in place of County-provided vehicle for 15% of the total annual hours.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: MV Transportation, Inc.			
Company Address: 5910 N. Central Expressway, Suite 1145			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 972.391.4650			
(Type of Goods or Services):			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014



**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Athens and Lennox Shuttle Services 2014-PA014  
SERVICE BY PROPOSER: MV Transportation, Inc.  
PROPOSAL DATE: April 2, 2014

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**

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	121	128	116	111	110	586	110
2. Total dollar amount of Contracts (in thousands of dollars).	\$292,253	\$345,785	\$355,545	\$344,261	\$338,590	\$1,676,434	\$339,602
3. Number of fatalities.	0	1	0	0	0	1	0
4. Number of lost workday cases.	197	170	211	208	168	954	14
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	14	15	5	34	0
6. Number of lost workdays.	12,836	11,446	9,778	8,051	10,604	52,715	2,327

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

W.C. Pihl, Executive Vice President  
Name of Proposer or Authorized Agent (print) W.C. Pihl Signature  
Date March 28, 2014

**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 nontransit fires that occur in a revenue service bus (operating in or out of revenue service).

**Five-Calendar Years Prior to Current Year**

	2009 2008	2010 2009	2011 2010	2012 2011	2013 2012	Five-Year Average
1 Total Bus Revenue Miles	88,614,210	81,949,443	88,551,031	89,379,271	90,818,269	87,862,445
2 Total Number of NTD Reportable Accidents	157	225	153	302	193	206
3 Total Number of Fatalities	0	0	5	1	3	1.8
4 Rate of Accidents/100,000 Bus Revenue Miles	.177	.275	.172	.338	.213	0.235
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	.0056	.0011	.0033	.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.

MV Transportation, Inc.

Name of Proposer

5910 N. Central Expressway, Suite 1145

Address

Dallas, TX 75206

City Zip Code

Signature *W.C. Pihl* W.C. Pihl, Executive Vice President

CA0054849 (Private Carrier), TCP0012064 (Class B Charter-Party)

PUC Permit Number and Classification

972.391.4650

Telephone Number

## **Attachment to Form PW-4.1 – Contractor's Driver Safety Record**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

Within the past five years, and in the operation of more than 9,500 vehicles across more than 140 locations, MV has experienced nine (9) major incidents that have resulted in fatalities; all of which are currently under attorney client privilege. There is presently no litigation – including those identified above – against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. If the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, Executive Vice President of Risk Management at (712) 764-3720.

## CONFLICT OF INTEREST CERTIFICATION

I, W.C. Pihl

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) Executive Vice President

of MV Transportation, Inc.  
Name of proposer

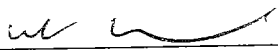
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Date March 28, 2014

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** MV Transportation, Inc.

**PROPOSED CONTRACT FOR:** Athens and Lennox Shuttle Services 2014-PA014

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT: Please see attached contract list.	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Los Angeles County	King Medical Center Shuttle	Private Shuttle	6/1/2011	Present	John	Zeigler	(626) 458-5914	(626) 979-5313	jzeigler@dpw.lacounty.gov
	Los Angeles County	Willowbrook DAR Shuttle	Paratransit	7/1/2011	Present	Eugenia	Thomas	(626) 458-3952	(626) 979-5313	euthomas@dpw.lacounty.gov
City of	Downey	DowneyLink Fixed Route	Fixed Route	7/1/2002	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
City of	Irvine	Shuttle Operation & Maintenance Services	Fixed Route	3/31/2008	Present	Amelia	Jennings	(949) 724-6288	(949) 724-7517	ajennings@ci.irvine.ca.us
City of	West Covina	Go West	Fixed Route and Paratransit	3/1/2014	Present	Chris	Freeland	(626) 939-8402	(626) 939-8675	chris.freeland@westcovina.org
	Abbott Laboratories	Abbott Labs Shuttle Service	Private Shuttle	1/1/2009	Present	Diane	Lopez	(847) 938-3886	na	diane.lopez@abbott.com
	Access Services	Access Services Inc. Overflow Services	Paratransit	7/1/2009	6/30/2013	Steven	Chang	(231) 270-6081	(213) 324-6182	chang@asila.org
	Access Services	Access Services Specialized Services - San Fernando Valley Region	Paratransit	7/1/2002	present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
	Access Services	Parents with Disabilities Program	Paratransit	6/1/2013	Present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
County of	Alachua	Alachua County	Paratransit	10/1/2003	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lperry@alachuacounty.us
County of	Alachua	Alco Connector	Paratransit	4/1/2011	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lperry@alachuacounty.us
	Alachua County State's Attorney's Office	Witness Shuttle	Shuttle	5/15/2010	9/30/2012	Blanche	Woods	(352) 337-6240	(352) 381-0132	woods@sa08.org
	Alameda County Medical Center	Alameda County Medical Center	Private Shuttle	7/1/2004	9/28/2012	Andrea	Works	(510) 535-7555	(510) 535-7542	mmoore@acmedctr.com
	Alameda County Transportation Commission (Alameda CTC)	Emergency Wheelchair and Scooter Services and Hospital Discharge Services	Shuttle	7/1/2011	Present	Naomi	Armenta	(510) 208-7469	na	narmenta@alamedacts.org
City of	Alameda, CA	Fixed Route Shuttle Service for the Alameda Paratransit Program	Fixed Route	3/22/2010	Present	Matthew	Naclerio	(510) 749-5890	(510) 749-5867	gpayne@ci.alameda.ca.us
	Alta California Regional Center	Alta California Regional Center	Regional Center	7/1/1991	Present	Timothy	Swank	(916) 978-6512	(916) 978-7368	tswank@altaregional.org
	Anaheim Transportation Network (ATN)	Anaheim Resort Transit Service	Shuttle	7/25/2009	present	Diana	Kotler	(714) 563-5287	(714) 563-5289	dkotler@atnetwork.org
Municipality of	Anchorage	AnchorRIDES - Municipality of Anchorage	Paratransit	7/1/2007	Present	Susan	Shiffer	(907) 343-6331	na	shiffersm@ci.anchorage.ak.us
	Anchorage Neighborhood Health Center	ANHC Shuttle Service	Shuttle	9/17/2012	Present	Jon	Zasada	(907) 792-6591	(907) 743-7256	jzasada@anhc.org
	Anchorage School District	The Child in Transition/Homeless Project	Shuttle	8/1/2007	present	Dave	Mayo-Kiely	(907) 742-3832	(907) 742-3830	mayo-kiely_david@asdk12.org
	Anchorage School District	Pupil Transportation Services	Schoolbus	7/1/2011	present	Steven	Kalmes	(907) 742-1219	(907) 742-1222	kalmes_steven@asdk12.org
	Anoka County	Anoka County Traveler Transit Services	Multimode	8/1/2010	Present	Tim	Kirchoff	(763) 422-7088	(763) 323-5556	tim.kirchoff@co.anoka.mn.us
City of	Ashland	Ashland Public Transit Service	Paratransit	1/2/2009	Present	Patti	Schumaker	(419) 289-8622	(419) 289-9613	schumaker.patti@ashland-ohio.com
	Ashtabula County Commissioners	Ashtabula County Transportation System (ACTS)	Multimode	1/1/2004	Present	Susan	Stoneman	(440) 994-2033	(440) 994-2025	stones01@odjfs.state.oh.us
	Avenidas	Avenidas	Fixed Route	7/1/2002	Present	Ginger	Johnson	(650) 326-5362	(650) 691-1119	gjohnson@avenidas.org
City of	Barstow	Barstow Area Transit	Multimode	8/3/2003	present	Jason	Shaw	(760) 255-5170	(760) 256-1528	jshaw@barstowca.org
	Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	Fixed Route	5/5/2008	3/1/2012	Roy	Wileman	(409) 984-2995	N/A	rwileman@bechtel.com
City of	Benicia	Benicia Transit	Multimode	7/1/2001	6/30/2011	Jeannine	Wooley	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us
	Berlex Biosciences, a Division of Berlex, Inc.	Bayer Employee Shuttle	Private Shuttle	9/1/2005	Present	Robert	Rozett	(510) 660-4745	na	robertrozett@berlex.com
City of	Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	8/1/2002	present	Martha	Eros	(310) 285-2542	(310) 858-5965	meros@beverlyhills.org
City of	Black Hawk	Black Hawk Tramway	Fixed Route	1/1/2008	Present	Tom	Isbester	(303) 582-1324	(303) 582-2295	tsbester@cityofblackhawk.org



MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
City of	Burbank	Burbank Bus Operation Services (BurbankBus)	Fixed Route	8/1/2011	present	Adam	Emmer	(818) 238-5359	(818) 238-5351	aemmer@ci.burbank.ca.us
City of	Calabasas	Calabasas Transit Operations and Maintenance	Fixed Route	8/19/2011	present	Ryan	Thompson	(818) 224-1673	(818) 225-7338	rthompson@cityofcalabasas.com
County of	Calaveras	County of Calaveras	Fixed Route	7/1/2003	6/30/2011	Jamie	Azarvand	(209) 754-6401	na	azarvand@co.calaveras.ca.us
City of	Camarillo	Camarillo Area Transit (CAT)	Multimode	8/30/2010	9/30/2012	Roc	Pulido	(805) 388-5346	(805) 388-5387	rpulido@ci.camarillo.ca.us
City of	Canby	Canby Area Transit (CAT) Operations	Multimode	7/1/2001	Present	Julie	Wehling	(503) 266-4022 Ext.251	(503) 263-6284	wehling@ci.canby.or.us
	Cape Cod Regional Transit Authority	Transit Management Services CCRTA	Multimode	10/1/2011	Present	Thomas S.	Cahir	(508) 775-8504 x.204	(508) 775-8513	info@capecodrta.org
	Capital Metropolitan Transportation Authority	Capital Metro Contracted Paratransit Services	Paratransit	8/15/2012	Present	Rafael	Villarreal	(512) 389-7484	na	rafael.villarreal@capmetro.org
City of	Capitola	Capitola Summer Shuttle	Fixed Route	5/24/2004	Present	Steven	Jesberg	(831) 475-7300	(831) 479-8879	sjesberg@ci.capitola.ca.us
City and County of	Carson City	Jump Around Carson Fixed and Paratransit Services (JAC)	Multimode	7/1/2002	Present	Patrick	Pittenger	(775) 887-2355 ext.7396	(775) 887-2112	ppittenger@carson.org
Town of	Cary	Cary Transit (C-TRAN)	Multimode	10/1/2010	Present	Ray	Boyston	(919) 624-4944	(919) 380-6426	ray.boyston@townofcary.org
	Central Florida Regional Transportation Authority d/b/a LYNX	Lynx Neighborhood Flex Route Service	Deviated Fixed Route	10/1/2010	Present	William	Hearndon	(407) 254-6092	(407) 254-6137	bheardon@golynx.com
	Central Florida Regional Transportation Authority d/b/a LYNX	Access Lynx	Paratransit	3/18/2002	Present	William	Heamdon	(407) 254-6092	(407) 254-6137	bheardon@golynx.com
City of	Cerritos	Cerritos on Wheels and Dial-A-Ride	Multimode	4/8/2004	6/30/2013	Torrey	Contreras	(562) 860-0311	(562) 860-0311	tcontreras@cerritos.us
	Charles County Commissioners	Van GO	Multimode	7/1/2007	10/31/2012	Jeff	Barnett	(301) 934-0102 ext.5102	(301) 934-0107	barnettj@charlescounty.org
	Clarisonic	Clarisonic Passenger Transportation Services	Shuttle	10/31/2011	Present	Mary	Bergstrom	(425) 285-4000	na	na
	Commission for the Transportation Disadvantaged	CTD ADA Service (Trip & Equipment Grant)	Paratransit	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	Palm Beach County Medicaid Non-Emergency Transportation Program	NEMT/NET	7/1/2007	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD Alachua County Community Transportation Coordinator	NEMT/NET	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	St. Lucie Transportation - Non-Emergency Medical Transportation	NEMT/NET	11/1/2008	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD- Transportations Provider- Alachua County	NEMT/NET	1/1/2005	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
City of	Compton	Compton Renaissance Bus Service	Fixed Route	9/8/2003	Present	William	Norfleet	(310) 605-5585	(310) 605-5585	wnorfleet@comptoncity.org
	County of Peoria	Peoria County Demand Service	Other	4/1/2012	Present	Jim	Smith	(309) 672-6931	(309) 495-4608	jhsmit@peoriacounty.org
	Dallas Area Rapid Transit (DART)	Mobility Management Service Delivery Contract	Paratransit	10/1/2012	Present	Doug	Douglas	(214) 828-6728	(214) 828-6632	ddouglas@dart.org
City of	Detroit Department of Transportation	Management Services for the Detroit DOT	Multimode	8/12/2013	Present	Andre	DuPerry	(313) 224-4602	(313) 628-1160	duperrya@detroitmi.gov
City of	Dinuba	Dinuba Transit	Multimode	10/1/2009	Present	Blanca	Beltran	(559) 591-5924	(559) 591-5923	bbeltran@dinuba.ca.gov
City of	Downey	Downey Dial-A-Ride	Paratransit	1/10/2007	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
	Earadat Transportation LLC	Earadat Management Agreement	Other	1/7/2012	Present	na	na	na	na	na
	ElderCare of Alachua County, Inc.	Public Transit Service	Paratransit	1/1/2003	Present	Jeffrey	Lee	(352) 265-9040	(352) 265-9041	leejb@shands.ufl.edu

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City of	Elk Grove	Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations	Multimode	7/1/2009	Present	Kara	Reddig	(916) 687-3030	(916) 698-3173	kraddig@elkgrovecity.org
	Elko Area Transit Service	Elko County Transit	Paratransit	10/1/2013	Present	Abigail	Wheeler	(775) 748-0359	(775) 753-8535	awheeler@elkocountynv.net
City of	Englewood	Art Shuttle	Fixed Route	1/1/2010	Present	Harold	Stitt	(303) 762-2341	(303) 783-6895	hsitt@englewoodgov.org
	ETMA	Shuttle Operation and Maintenance Services for Emery Go-Round, West Berkeley Shu	Shuttle	3/1/2013	Present	Roni	Hattrup	(925) 937-0980 ext 212	na	roni@gray-bowen.com
	Fairfax, County of	FASTRAN Paratransit Services	Paratransit	11/1/2002	Present	Matthew	Spruill	(703) 324-7060	(703) 803-8166	matthew.spruill@fairfaxcounty.gov
	Fairfax, County of	Operation and Maintenance Services-Fairfax Connector Bus System	Fixed Route	6/28/2009	Present	Ernestine	Wilkins	(703) 877-5621	(703) 877-5638	ernestine.wilkins@fairfaxcounty.gov
City of	Fairfield	Fairfield-Suisun Transit	Multimode	11/1/1998	Present	Wayne	Lewis, P.E.	(707) 428-7632	(707) 428-3298	wlewis@ci.fairfield.ca.us
	Foothill Transit	Foothill Transit Fixed Route from Irwindale Facility	Fixed Route	7/15/2007	6/30/2012	Doran	Barnes	(626) 931-7200	(626) 931-7300	dbarnes@foothilltransit.org
	Ford Point	Ford Point Shuttle	Shuttle	11/1/2006	Present	Michelle	Heredia	(510) 758-7690	na	mheredia@ortondevelopment.com
City of	Foster	Passenger Transportation Services	Paratransit	4/16/2001	Present	Colleen	Fae	(650) 286-3378	na	cfae@fostercity.org
	FPI Management, Inc.	Bracher Senior Apartments	Shuttle	1/1/2012	Present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Fremont	Delivery of Paratransit Services	Paratransit	7/1/2003	Present	Shawn	Fong	(510) 574-2033	(510) 574-2054	sfong@ci.fremont.ca.us
City of	Fresno	Demand Responsive Paratransit Services	Paratransit	12/17/2005	2/17/2013	Kenneth	Hamm	(559) 621-1440	(559) 448-1065	kenneth.hamm@fresno.gov
County of	Fulton	Health and Human Services Transportation Services	Paratransit	11/1/2011	Present	Kun	Suwanarpa	(404) 612-7400	na	director.dwr@fultoncountyga.gov
City of	Gainesville	ADA Complementary Paratransit Service	Paratransit	10/1/2002	Present	Mildred	Crawford	(352) 334-2450	na	crawfordma@cityofgainesville.org
State of	Georgia Department of Human Services	Coordinated Transportation Services in Gwinnett and Rockdale Counties	Paratransit	na	na	Willie	Moon	(404) 657-6000	(404) 657-8444	willie.moon@doas.ga.gov
	Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	Shuttle	7/1/2013	Present	Michael	Sproston	(404) 413-3154	(404) 413-9525	msproston@gsu.edu
	Glacier Valley Transit	Maintenance Agreement	Maintenance	5/20/2011	Present	Brett	Bitner	(907) 754-2547	(907) 754-2296	info@glaciervalleytransit.com
City of	Glendale	Glendale Beeline	Fixed Route	3/31/2002	present	Kathryn	Engel	(818) 937-8330	(818) 409-7027	kengel@ci.glendale.ca.us
	Gold Coast Transit	Operation, Maintenance and Management of Coordinated Paratransit Services	Paratransit	8/30/2008	present	Margaret	Heath	(805) 483-3939 X 120	(805) 487-0925	mheath@goldcoasttransit.org
	Golden Gate Regional Center	Golden Gate Regional Center - Transportation Services	Regional Center	4/15/2002	Present	Paul	Gayler	(415) 832-5792	(415) 832-5795	paulg@rdtsi.com
	Greater Orlando Aviation Authority	Shuttle Bus Management Services	Shuttle	10/1/2004	Present	Eric	McClung	(407) 825-7847	(407) 825-2341	emcclung@goaa.org
	Greater Peoria Mass Transit District	CityLift	Paratransit	7/1/2001	Present	John	Williams	(309) 679-8139	na	jwilliams@ndcitylink.org
	Greater Richmond Transit Company (GRTC)	GRTC Management	Other	3/1/2012	Present	Linda	Broady-Myers	(804) 358-3871	na	lgbroady@gmail.com
City of	Green Bay	Green Bay Metro Paratransit Services	Paratransit	5/1/2011	Present	Patty	Kiewiz	(920) 448-3455	(920) 448-3462	patricia@greenbaywi.gov
City of	Greenville	City of Greenville, Demand Response Transit System	Paratransit	1/1/2010	Present	Pamela	Garland	(937) 548-0437	(937) 548-1704	pgarland@cityofgreenville.org
	Hampton Roads Transit (HRT)	Paratransit Service	Paratransit	11/15/2003	Present	Keith	Johnson	(757) 222-6000	na	kjohnson@hrttransit.org

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	Happiness House	Head Start Transportation Program	Schoolbus	1/3/2011	Present	Patricia	Cunningham	(315) 789-6828	na	pcunningham@happinesshouse.org
City of	Hayward	Hayward Door-to-Door Paratransit and Roundabout Shuttle	Paratransit	2/15/2003	Present	David	Korth	(510) 583-4227	(510) 583-3650	victoria.williams@hayward-ca.gov
City of	Hialeah	Municipal Circulator Service	Fixed Route	11/1/2010	Present	Jorge	De La Nuez	(305) 681-5757	(305) 953-2009	delaruez@hialeahfl.gov
City of	High Point	HiTran	Paratransit	7/1/2009	2/11/2012	Mark	McDonald	(336) 883-3231	na	mark.mcdonald@highpointnc.gov
	Indianapolis Public Transportation Corporation (IndyGO)	Indianapolis Public Transportation Corporation	Paratransit	2/6/2000	Present	Paula	Haskin	(317) 614-9208	(317) 630-9167	phaskin@indygo.net
	Industrial Door Company	Industrial Door Co. Maintenance	Maintenance	1/10/2012	Present	na	na	na	na	na
	Infineon Raceway	Infineon Raceway Charter Shuttle Service	Private Shuttle	2/1/2005	Present	Bobby	O'Gorman	(707) 334-9825	(707) 938-1373	bogorman@infineonraceway.com
	Interurban Transit Partnership (ITP)	GO! Bus ADA Paratransit Service	Paratransit	4/1/2006	Present	Meegan	Joyce	(616) 456-7514	(616) 459-6337	mjoyce@ridetherapid.org
City of	Jacksonville	City Transit System	Fixed Route	11/1/2007	Present	Jeff	Crouchley	(910) 938-6453	na	jcrouchley@ci.jacksonville.nc.us
	Jacksonville Transportation Authority	Paratransit Services for Jacksonville Transportation Authority	Paratransit	1/1/2014	Present	Lisa	Darnall	(904) 630-3129	na	ldarnall@lafia.com
	Jewish Federation and Family Services Orange County	Maintenance Agreement	Maintenance	8/21/2012	Present	na	na	(949) 435-3485	na	na
	Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	Multimode	7/1/2003	Present	Angie	Dow	(559) 582-3211 ext. 2691	(559) 587-0714	angie.dow@co.kings.ca.us
City of	La Mirada	La Mirada Transit Services	Paratransit	10/1/2008	present	Anthony	Moreno	(562) 943-0131	(562) 943-3666	tmoreno@cityoflamirada.org
	Lake County	Transportation Operator for the Lake County Transportation Disadvantaged Program	Paratransit	7/1/2005	10/1/2013	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
	Lake County	LakeXpress	Fixed Route	2/1/2007	Present	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
County of	Lassen	Lassen Rural Bus System (LRBS)	Multimode	7/1/2002	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
County of	Lassen	Lassen Senior Services	Paratransit	8/11/2003	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
City of	Lawrence	Public Transit Services For The City Of Lawrence, Kansas	Multimode	8/1/2000	Present	Robert	Nugent	(785) 832-3464	(785) 832-3462	bnugent@ci.lawrence.ks.us
	Lifestream	LifeStream - School Bus Service	Schoolbus	7/1/2005	10/1/2013	Howard	Wiener	(352) 315-7500	(352) 360-6595	hwiener@lsbc.net
	Livermore Amador Valley Transit Authority (LAVTA)	Wheels	Fixed Route	7/1/2002	Present	Paul	Matsuoka	(925) 455-7564	(925) 443-1375	pmatsuoka@lavta.org
City of	Lodi	City of Lodi Fixed-Route, Paratransit and Demand-Response Operations	Multimode	7/1/2003	Present	Paula	Fernandez	(209) 333-6800 x2667	(209) 333-6710	pfj@lodi.gov
	Los Angeles Department of Transportation (LADOT)	Commuter Express Transit Service Regions 1 & 2	Fixed Route	2/2/2009	01/28/2012	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	Commuter Express Central/West LA/South Bay (Commuter Express Region 1, DASH Pkg	Fixed Route	5/1/2006	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	CityRide/Dial-A-Ride (Areas 1,2,3)	Paratransit	9/11/2006	present	Linda	Evans	(213) 928-9767	(213) 928-9767	linda.evans@lacity.org
	Los Angeles Department of Transportation (LADOT)	Community DASH Northeast Los Angeles (DASH Pkg 4)	Fixed Route	5/10/2008	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	Commuter Express Community Dash and Cityride/Dial-a-ride services	Fixed Route	6/1/2012	Present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org

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	Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	Fixed Route	10/31/2010	present	Susan	Dove	(213) 922-7451	(213) 922-1004	doves@metro.net
City of	Lynwood	Lynwood Trolley Services	Fixed Route	4/1/2007	Present	Josef	Kekula	(310) 603-0220	(310) 603-0220	jkekula@lynwood.ca.us
City of	Manteca	Manteca Transit	Multimode	9/30/2006	Present	Johanna	Ferriera	(209) 239-0635	(209) 825-2530	jferriera@ci.manteca.ca.us
	Marin County Department of Health and Human Services	Marin County Dept. of Health & Human Service	Private Shuttle	7/1/2006	Present	Cyndie	Gunselman	(415) 473-3322	na	cgunselman@co.marin.ca.us
	Marin County Transit District	West Marin Stagecoach/ Muir Woods Shuttle	Private Shuttle	7/1/2006	Present	Amy	Van Doren	(415) 226-0659	na	avandoren@co.marin.ca.us
	Marin County Transit District	Operation of Catch a Ride: A Subsidized Taxi Program for Seniors and Persons w/Dis	Other	9/1/2013	Present	Jon	Gaffney	(415) 226-0655	na	kgaffney@marintransit.com
	Martin County	Martin, County of	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Martin County Board of County Commissioners	Martin County Fixed Route, Deviated Fixed Route, ADA Comparable and General Publ	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Maryland Transit Administration (MTA)	Paratransit Services for MTA	Paratransit	7/1/2004	Present	Daniel	D'Reilly	(410) 454-7434	na	d'reilly@mta.maryland.gov
	Mass Transit Dept Board of the City of El Paso	Management and Operation Transit and LIFT System	Paratransit	11/11/2012	Present	Julio	Perez	(915) 534-5883	(915) 564-4410	perezj@elpasotexas.gov
	Mesa County RTPO	Grand Valley Transit	Multimode	1/1/2012	Present	Todd	Hollenbeck	(970) 255-7128 cell 970-210-4771	(970) 623-8481	todd.hollenbeck@mesacounty.us
	Metropolitan Transit Authority of Harris County (METRO)	METROLift Transportation Services	Paratransit	5/2/2011	Present	Arturo	Jackson	(713) 750-4208	N/A	arturo.jackson@ridemetro.org
	Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO)	Community Transportation Coordinator in Alachua County	Paratransit	10/1/2003	Present	Bonnie	Hinson	(352) 955-2200	na	beh@alachuacounty.us
	Metropolitan Tulsa Transit Authority	Lift Van Operation Demand Response Service Provider	Paratransit	11/1/2009	Present	Debbie	Ruggles	(918) 382-4933	na	druggles@tulsatransit.org
	Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	Multimode	7/1/2005	Present	Lynn	Frosch	(425) 707-5162	na	lynn.frosch@microsoft.com
	Mid Mon Valley Transit Authority	Subcontracted Transportation Services- Fixed Route and Maintenance	Fixed Route	7/1/2013	Present	Marc	Ronccone	(724) 489-0880	(724) 489-0750	na
	Mission Bay Transportation Management Assoc	Mission Bay Shuttle Service	Private Shuttle	5/1/2010	Present	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City of	Modesto	Modesto Area Express (MAX)	Fixed Route	1/1/2004	9/28/2012	Fred	Cavanah	(209) 577-5298	(209) 571-5521	fcavanah@modestogov.com
	Modoc Transportation Agency	Sage Stage	Multimode	2/1/2000	Present	Pamela	Couch	(530) 233-6410	(530) 233-6424	cimbach@frontier.net
City of	Monterey Park	SPiRiT Bus System	Fixed Route	7/1/2010	present	Amy	Ho	(626) 307-1383	(626) 307-2500	amho@montereypark.ca.gov
	Monterey-Salinas Transit (MST)	Operation of MST Rides ADA & Special Transportation Paratransit Services and Oth	Multimode	7/18/2004	Present	Robert	Weber	(831) 393-8108	na	rweber@mst.org
City of	Morro Bay	MBDAR and Trolley Operations and Management	Multimode	7/1/2001	Present	Janeen	Burlingame	(805) 772-6263	(805) 772-7329	jburlingame@morro-bay.ca.us
	National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	Fixed Route	10/1/2009	Present	Andrew	Feldon	(408) 592-0617	(408) 271-5125	feldona@amtrak.com
	National Renewable Energy Laboratory	NREL Shuttle Service	Private Shuttle	6/21/2010	Present	Lissa	Myers	(303) 384-7325	(303) 275-3109	lissa.myers@nrel.gov
	New York City Department of Education	General and Special Education Pupil transportation services	Schoolbus	9/1/2011	Present	Eric	Goldstein	(718) 707-4300	na	pupiltransportationteam@schools.nyc.gov

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	New York City Transit Authority	Access-A-Ride	Paratransit	10/1/2001	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride (Harlem)	Paratransit	2/1/2009	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride NYCT No. 07H9751N	Paratransit	10/1/2008	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
City of	Newark	Earthworks Transit	Paratransit	1/1/2004	1/5/2013	Anne M.	Arnott	(740) 670-7708	na	aarnott@newarkohio.net
	Nintendo of America	Nintendo	Fixed Route	5/12/2008	present	Sara	Hatfield	(425) 497-7796	na	saraha01@noa.nintendo.com
	North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	Shuttle	3/29/2009	03/24/2012	Fred	Slye	(408) 988-8881	(408) 988-8899	sslye@nvbc.org
City of	Norwalk	Norwalk Transit System (NTS) Advance Reservation Dial-A-Ride (DAR) Subscription	Paratransit	7/12/2010	present	Damian	Rosales	(562) 929-5550	(562) 929-5572	drosales@ci.norwalk.ca.us
	Ontario County	Ontario County Area Transit System (CATS)	Multimode	1/1/2011	Present	Janet	Starr	(585) 396-4018	(585) 393-2982	janet.starr@co.ontario.ny.us
	Orange County Transportation Authority (OCTA)	OCTA Fixed Route, StationLink and Express Bus Service	Fixed Route	7/1/2009	present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Orange County Transportation Authority (OCTA)	OCTA Access Paratransit Services	Paratransit	7/1/2013	Present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community Transportation Services	Paratransit	10/16/2007	present	Kathryn	Heatley	(408) 436-6865	(408) 437-9499	heatleyk@outreach2.org
County of	Palm Beach	Palm Tran Connection	Paratransit	2/13/2005	8/12/2012	Ron	Jones	(561) 649-9848	RXJONES@pbcgov.org	rxjones@pbcgov.org
City of	Palo Alto	Palo Alto Bus Shuttle Service	Shuttle	2/28/2011	Present	Kathy	Bradley	(650) 329-2162	na	kathy.bradley@cityofpaloalto.org
	Pender Adult Services, Inc.	Management, Operation, and Maintenance of a Coordinated Transportation System	Multimode	5/14/2007	Present	Judy	Cromer	(910) 259-9119	(910) 259-8434	cromer@penderadultservices.com
	Pender County Department of Social Services	Pender Co DSS Transportation - Medical/Work First Clients	Shuttle	7/1/2013	Present	Reta	Shiver, D.P.A.	(910) 259-1240	na	rshiver@pendercountync.gov
County of	Peoria	Rural Peoria County Transportation Services	Multimode	4/1/2012	Present	John	Harmann	(309) 495-4968	na	jharmann@peoriacounty.org
City of	Petaluma	Petaluma Transit	Multimode	7/1/2000	present	Joe	Rye	(707) 778-7421	(707) 776-3799	jrye@ci.petaluma.ca.us
	Philadelphia Corporation for Aging	Attendant Transportation Services	Paratransit	6/13/2005	Present	Mark	Myers	(215) 765-9000	(215) 765-9066	mmyers@pcphil.org
City of	Phoenix	Phoenix Alternative Transportation Services	Paratransit	7/1/2008	Present	Jesus	Sapient	(602) 261-8997	(602) 495-2002	jesus.sapient@phoenix.gov
City of	Phoenix	Phoenix Dial-A-Ride Service	Paratransit	7/1/2001	present	Jesus	Sapient	(602) 261-8997	(602) 495-2002	jesus.sapient@phoenix.gov
	Placer County	Contract Driver Services Tahoe Area Regional Transit Peak Season Program	Fixed Route	12/1/2007	present	A.L. (Tony)	Middleton	(530) 745-3530	(530) 745-3567	tmiddlet@placer.ca.gov
	Placer County	Non-Emergency Medical Transportation (Health Express) Program	Multimode	11/1/2013	Present	David	Melko	(530) 823-4090	(530) 823-4036	na
	Presidio Trust	Presidio Trust Shuttle (PresidiGo)	Fixed Route	3/8/2009	Present	Mark	Helmbrecht	(415) 561-5438	(415) 561-4485	mhelmbrecht@presidiotrust.gov
City of	Pueblo	Pueblo Transit Cit-Lift	Paratransit	12/1/2007	Present	Brenda	Broyles	(719) 553-2725	(719) 553-2724	bbroyles@pueblo.us
City of	Raleigh	City of Raleigh Capital Area Transit (CAT)	Paratransit	1/9/2012	Present	David	Eatman	(919) 996-4040	na	david.eatman@raleighnc.gov
	Regional Center East Bay (RCEB)	Transportation Services to Persons With Developmental Disabilities	Regional Center	7/1/2001	present	Francine	Davis	(510) 618-7718	(510) 618-7768	fdavis@ced.org

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Regional Transportation Authority in Corpus Christi, Texas	Corpus Christi, B-Line	Multimode	1/1/2003	Present	Terry	Klinger	(361) 903-3529 ext. 3529	na	tklinger@ccrta.com
	Regional Transportation Authority of Pima County (RTA)	Seamless Regional Transit Circulator Service	Multimode	5/4/2009	present	Jeremy	Papuga	(520) 792-1093 x 477	(520) 620-6981	jpapuga@pagnet.org
	Regional Transportation Commission of Southern Nevada	Operation and Maintenance of Fixed Route Transit Services Lot A	Fixed Route	7/7/2013	Present	M.J.	Maynard	(702) 676-1778	na	na
	Regional Transportation Commission of Washoe County (RTC)	RTC Ride Fixed Route Services Operations and Maintenance	Fixed Route	7/1/2011	present	Lee	Gibson	(775) 348-0400	(775) 348-3270	lgibson@rtcwashoe.com
	Regional Transportation District (RTD Denver)	Access A Ride ADA Paratransit Services	Paratransit	11/2/2002	Present	Larry	Buter	(303) 299-2152	(303) 299-2992	larry.buter@rtd-denver.com
	Regis Jesuit High School	School Bus Transportation Services	Schoolbus	8/31/2003	Present	Brian	Normile	(303) 261-5502	(303) 221-4772	bnormile@regisjesuit.com
City of	Roseville	Roseville Transit System	Multimode	7/1/2001	present	Mike	Wixon	(916) 774-5480	(916) 774-5195	mwixon@roseville.ca.us
	Rotary Valley Bridge Housing	Bridge Property Management Company	Fixed Route	7/1/2009	present	Leonie	Calvert	(415) 989-1111	na	lcalvert@bridgehousing.com
	Rowan County Government on behalf of Rowan Transit System (RTS)	Rowan County Transit	Multimode	8/1/2003	Present	Gary	Price	(704) 216-8888	na	gary.price@rowancountync.gov
	S & B Engineers & Construction, Ltd.	S&B Shuttle	Shuttle	5/10/2010	2/29/2012	N.L. "Buck"	Henneke	(409) 984-0009	(409) 984-0098	nihenneke@sbec.com
County of	Sacramento	Job Access Shuttle Service to Franchise Tax Board	Shuttle	12/1/2010	Present	Debby	Rzeznik	(916) 875-0940	na	rzeznikd@saccounty.net
	Salem Area Mass Transit District	TripLink Call Center	Paratransit	6/28/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	CherryLift ADA Paratransit Services	Paratransit	6/29/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	Chemeketa Area Regional Transportation Service (CARTS)	Fixed Route	6/26/2011	Present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	Urban Demand Response Transportation Services	Multimode	8/1/2012	Present	SueAnn	Coffin	(503) 361-7588	na	coffins@cherriots.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center	Regional Center	10/1/1997	present	Jeff	Darling	(408) 341-3540	(408) 341-3540	sadarling@sarc.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center - Monterey Service	Regional Center	9/1/2007	present	Greg	Whalley	(408) 374-9960	na	sagregw@sarc.org
	San Benito County Local Transportation Authority	San Benito County Express	Multimode	1/1/2001	present	Lisa	Rheinheimer	(831) 637-7665	(831) 636-4160	lsar@sanbenitocog.org
City and County of	San Francisco	San Francisco Mission Street Shuttle	Shuttle	11/3/2008	11/15/2013	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City and County of	San Francisco	Transportation Services for Seniors and Mentally Disabled Conservatees	Paratransit	7/1/2003	present	Michelle	Nguyen	(415) 557-6001	na	huyhnga.nguyen@sfgov.org
	San Francisco Recreation & Parks Department	Golden Gate Park Shuttle	Shuttle	2/5/2012	Present	Sean	McFadden	(415) 831-2779	na	sean.mcfadden@sfgov.org
	San Francisco Unified School District	Specialized Bus Transportation	Fixed Route	1/7/2002	Present	Frank	O' Hara	(415) 695-5505	(415) 241-6487	ohara@sbusd.ed
	San Joaquin Regional Transit District (SJRTD)	County Transportation Services	Fixed Route	9/5/2010	present	Sharon	Miller	(209) 948-5566 ext. 607	(209) 948-8516	smiller@sanjoaquinrtd.com
City of	San Leandro	Measure B Paratransit Services: Flex Shuttle and Medical Trips	Deviated Fixed Route	8/1/2003	present	Kimberly	Overton	(510) 577-7985	(510) 577-3470	koverton@sanleandro.org

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	San Leandro Transit Management Organization (SLTMO)	LINKS Employee Commuter Shuttle Service	Shuttle	5/1/2001	Present	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Leandro Transit Management Organization (SLTMO)	SLTMO's Eden Medical Center Shuttle	Shuttle	5/1/2001	na	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Mateo County Health System	Court and Inter-Facility Transportation of Clients for Behavioral Health and Rec	Paratransit	3/23/2010	present	Mary	Vozikes	(650) 573-2541	(650) 573-2841	mvozikes@co.sanmateo.ca.us
	San Mateo County Transit District (SamTrans)	Dumbarton Bridge Express Bus Service	Fixed Route	12/19/2011	Present	Cory	LaVigne	(510) 891-4846	NA	clavigne@actransit.org
	San Mateo County Transit District (SamTrans)	Redi Wheels	Paratransit	8/10/2000	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	SamTrans - CUB	Fixed Route	9/30/2001	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	Coastside Transportation Services	Paratransit	11/8/2003	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Pedro Property Owners' Alliance	San Pedro Trolley Service	Fixed Route	10/1/2012	Present	Stephen	Robbins	(310) 832-2183	(310) 832-0685	srobbins@sanpedrobid.com
City of	Sandusky	Sandusky Transit System	Multimode	1/1/2007	Present	Tom	Schwan	(419) 621-8462	(419) 626-0482	thomas schwan [thomas.schwan@ci.sandusky.oh.us]
	Santa Clara County	Housing Authority of Santa Clara County - Bracher Associate LLP	Fixed Route	1/1/2008	present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Santa Clara	Santa Clara Fixed Route, Dial-A-Ride and ASI Services	Multimode	8/2/2008	present	Adrian	Aguilar	(661) 295-6305	(661) 295-6393	aguilar@santa-clara.com
City of	Santa Monica	Operation and Maintenance of the City of Santa Monica Dial-a-Ride Service	Paratransit	4/1/2008	present	Paul	Casey	(310) 451-5444	(310) 451-5444	paul.casey@smgov.net
City of	Santa Rosa	ADA Paratransit Complementary Paratransit service	Paratransit	11/1/2002	present	Michael	Ivory	(707) 543-3335	na	mivory@srcity.org
	Senior Concerns, Inc.	Senior Concerns, Inc.	Shuttle	9/20/2004	08/31/2011	Carol	Freeman	(805) 497-0189	n/a	n/a
City of	Show Low	Four Seasons Connection	Deviated Fixed Route	7/1/2001	present	Peter	Erlenbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
City of	Show Low	White Mountain Connection	Fixed Route	4/13/2009	present	Peter	Erlenbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
	Solano County Transit (SoTrans)	Operation of Fixed Route and Paratransit Transit Service (SoTrans)	Multimode	7/1/2011	6/30/2013	Jeannine	Wooley	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us
	South Coast British Columbia Transportation Authority	Custom Transit Operations for North of Fraser, South of Fraser, and Maple Ridge/	Paratransit	1/1/2009	present	Martin	Lay	(604) 953-3367	(604) 953-3370	martin_lay@translink.bc.ca
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County Package 5	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	SEPTA ADA Paratransit Service in Bucks County	Paratransit	1/8/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	ADA Paratransit Shared Ride Program (SRP) in Philadelphia County	Regional Center	7/29/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southwest Ohio Regional Transportation Authority (SORTA)	Specialized Transportation/Paratransit Service	Paratransit	3/1/2002	Present	Lisa	Aulick	(513) 632-7581	na	laulick@go-metro.com

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Spokane Transit	STA Paratransit Demand Responsive Service	Paratransit	1/1/2013	Present	Patricia	Talbott	(509) 325-6018	na	ptalbott@spokanetransit.com
City of	St John's	City of St John's Para-Transit Services	Paratransit	1/1/2012	present	Susan	Ralph	(709) 570-2131	(709) 576-8564	sralph@stjohns.ca
	St. Andrews Kim Korean Church	St. Andrews Church	Shuttle	2/1/2008	present	Yuliana	Kim	(510) 553-9434	none	mayilac0913@gmail.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route Bus Service in the Wheaton Area	Fixed Route	6/6/2008	Present	Don	McIntyre	(847) 228-2488	na	don.mcintyre [don.mcintyre@pacebus.com]
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Kane County	Paratransit	9/1/2003	Present	Randy	Comstock	(312) 341-8061	na	randy.comstock@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	PACE - West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village	Paratransit	3/1/2000	present	Tom	Groeninger	(847) 228-4292	(847) 364-0240	tom.groeninger@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Pace - South Cook County	Paratransit	2/1/2003	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	City of Chicago Paratransit	Paratransit	3/29/2008	present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Dupage County	Paratransit	7/1/2010	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	The Hargis Group, LLC	Gilroy Garlic Festival	Shuttle	7/29/2005	5/1/2013	Joel	Hargis	(561) 718-3029	(561) 840-3377	joelhargis@gmail.com
	The Regents of the University of California	Lawrence Berkeley National Labs	Shuttle	1/18/2010	Present	Kory	Porter	(510) 466-5112	na	kjporter@lbl.gov
City of	Thousand Oaks	Thousand Oaks Transit	Multimode	1/1/2004	present	Mike	Houser	(805) 376-5063	(805) 498-4941	mhouser@toaks.org
City of	Torrance	Municipal Area Express (MAX)Commuter Bus Service	Fixed Route	7/1/2005	6/30/213	Ian	Dailey	(310) 618-5234	(310) 618-5229	idailey@torranceca.gov
City of	Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	Multimode	7/1/2001	Present	Rod	Buchanan	(209) 831-4330	(209) 831-4212	rod.buchanan@ci.tracy.ca.us
	Transit Authority of River City (TARC)	Transit Authority of River City (TARC)	Multimode	10/1/2005	9/30/2012	J. Barry	Baker	(502) 561-5100	(502) 213-3244	jbarrybaker@ridetarc.org
City of	Tulare	Management and Operation of the City of Tulare Transit System (Tulare InterModal)	Multimode	10/1/2006	Present	Darlene	Thompson	(559) 684-4227	(559) 685-5591	dthompson@ci.tulare.ca.us
	Tulare, County of	Tulare County Area Transit (TCAT)	Multimode	10/1/2006	Present	Dan	Fox	(559) 624-7180	(559) 740-4448	dfox@co.tulare.ca.us
City of	Union City	Union City Transit	Multimode	7/1/2000	Present	Wilson	Lee	(510) 575-5409	(510) 675-9885	wilsonl@unioncity.org
	United Auto Group, Inc.	Shuttle Service	Shuttle	6/1/2004	9/8/2013	Jack	Guthrie	(401) 824-2252	(401) 824-2258	kguthrie@penskeautomotive.com
	University of Colorado	University of Colorado Shuttle Bus Service	Shuttle	6/1/2012	Present	Kerrie	Bathje	(303) 724-0049	na	kerrie.bathje@ucdenver.edu
	University of Kansas	Transportation Services: Fixed Route, Paratransit and Safe Ride	Multimode	8/1/2007	present	Danny	Kaiser	(785) 864-7445	(785) 864-5220	dkaiser@ku.edu
	Utah Transit Authority (UTA)	ADA Complimentary Paratransit and Route Deviation Providers	Paratransit	9/1/2004	present	Joyce	Wall	(801) 287-5373	(801) 287-4555	jwall@rideuta.com
	VA Northern California Healthcare System	Grounds Transportation (Special Needs) for the San Francisco VA Medical Center	Paratransit	10/1/1998	Present	Kathy	Gotschall	(415) 750-6613	na	kathy.gotschall@va.gov



MV Contracts for the Previous Three Years


Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Valley Mountain Regional Center	Valley Mountain Regional Center	Regional Center	6/1/1997	Present	Wilma	Murray	(209) 955-3244	(209) 473-0256	wmurray@vmrc.net
	Valley Regional Transit	Valley Ride Transit System	Other	8/1/2010	Present	Bruce	Sackron	(208) 846-8547 ext. 4226	(208) 846-8564	bbackron@valleyregionaltransit.org
	Veolia, Inc.	East Bay Paratransit Consortium ADA Paratransit Services for AC Transit and BART	Paratransit	9/18/1996	Present	Mary	Rowlands	(510) 893-5949	(510) 446-2082	mary.rowlands@veoliatransdev.com
	Veolia, Inc.	San Francisco Access	Paratransit	1/8/2012	present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	DAAS Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	SFMTA Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	SF Paratransit Shopping Shuttle	Paratransit	8/10/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Village of Schaumburg	Dial-a-Ride (DART) Service	Multimode	6/1/2013	Present	Richard	Bascomb	(847) 923-3862	(847) 923-2381	rbascomb@ci.schaumburg.il.us
City of	Visalia	Visalia Transit System and SEKI Shuttle	Multimode	9/1/2003	Present	Monty	Cox	(559) 713-4100	(559) 713-4815	mcox@ci.visalia.ca.us
County of	Wake	Wake Coordinated Transportation Service (WCTS)	Paratransit	7/1/2003	Present	Don	Willis	(919) 250-3829	na	donwillis@wakegov.com
	Washington Metropolitan Area Transit Authority (WMATA)	MetroAccess Paratransit Services for Maryland, Virginia and Washington D.C.	Paratransit	3/1/2006	7/1/2013	Christian	Kent	(202) 962-2100	na	ckent@wmata.com
	Wells Fargo Bank N.A.	Wells Fargo Employee Shuttle Services	Shuttle	9/1/2004	Present	Christina	Davis	(925) 686-7438	(925) 685-3387	davisci@wellsfargo.com
City of	West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	7/1/2002	present	Perri Sloane	Goodman	(323) 848-6370	(323) 848-6555	pgoodman@weho.org
	Western Contra Costa Transit Authority (WestCat)	WestCAT	Multimode	7/1/2000	Present	Charles	Anderson	(510) 724-3331	(510) 724-5551	charlie@westcat.org
City of	Westlake Village	Westlake Village	Paratransit	1/14/2006	9/1/2011	Kerry	Kallman	(818) 706-1613	(818) 706-1391	kerry@wlv.org
City of	Whittier	City of Whittier/La Habra Dial-a-ride Service Operation	Paratransit	8/1/2007	present	Martin	Browne	(562) 698-2131	(562) 698-2131	mbrowne@cityofwhittier.org
	Wilson County	Wilson County Coordinated Transportation Services	Paratransit	5/14/2007	Present	Marvin	Sharpe	(252) 399-2817	(252) 399-2770	mtsharpe@wilson-co.com
City of	Winter Springs	Winter Springs	Paratransit	4/1/2003	Present	Kevin	Smith	(407) 327-6590	(407) 327-6686	ksmith@winterspringsfl.org

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	MV Transportation, Inc.
Address	5910 N. Central Expressway, Suite 1145, Dallas TX 75206
Internal Revenue Service Employer Identification Number	94-2491705

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all 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	MV Transportation, Inc.
Authorized representative	W.C. Pihl, Executive Vice President
Signature	
Date	March 28, 2014



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: MV Transportation, Inc.

My County (WebVen) Vendor Number: 11124801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** N/A

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): 16,822

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	Please see attached Employer Information Report.					
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	Minority shareholders	22.6% various	%	%	52.6 %
Women	24.8 %	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: W.C. Pihl  Title: Executive Vice President Date: March 28, 2014

CO= BG03503  
 U= BG03503

**EQUAL EMPLOYMENT OPPORTUNITY  
 2013 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2**

**SECTION C - TEST FOR FILING REQUIREMENT**

1-N 2-N 3-Y DUNS NO.:104183132

**SECTION B - COMPANY IDENTIFICATION**

2.a. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

1. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 485991 Special Needs  
 Transportation

c. Y

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	***** MALE *****					***** FEMALE *****					OVERALL				
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	8	2	0	0	0	0	3	1	0	0	0	0	15
FIRST/MID OFFICIALS & MGRS	138	60	313	198	7	21	6	17	134	139	4	7	2	9	1055
PROFESSIONALS	7	7	16	8	1	1	0	2	10	4	0	0	0	0	56
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	103	541	110	171	9	18	1	9	307	628	14	45	2	35	1993
CRAFT WORKERS	231	0	218	110	11	47	4	13	1	2	1	0	0	0	638
OPERATIVES	1968	907	2242	2707	100	651	49	146	732	2137	57	59	38	100	11893
LABORERS & HELPERS	127	46	68	107	6	20	0	9	14	13	0	1	0	3	414
SERVICE WORKERS	6	24	10	52	6	7	1	0	19	28	27	7	5	3	195
TOTAL	2581	1585	2985	3355	140	765	61	196	1220	2952	103	119	47	150	16259
PREVIOUS REPORT TOTAL	2283	1480	2851	3825	129	678	63	154	1289	3108	94	115	56	132	16257

**SECTION F - REMARKS**

09/06/2013

DATES OF PAYROLL PERIOD: 08/23/2013 THRU

**SECTION G - CERTIFICATION**

CERTIFYING OFFICIAL: EBONI CURRY  
 EEO-1 REPORT CONTACT PERSON: EBONI CURRY  
 EMAIL: EBONI.CURRY@MVTRANSIT.COM

TITLE: HRIS SPECIALIST  
 TITLE: HRIS SPECIALIST  
 TELEPHONE NO: 9723914636

CERTIFIED DATE[EST]: 12/31/2013 04:45 PM

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.

<b>Signature</b> W.C. Pihl <i>W.C. Pihl</i>	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014

### TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document***

Proposer Name: MV Transportation, Inc.	Date of Request: N/A
Project Title: Athens and Lennox Shuttle Services	Project No. 2014-PA014

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

MV Transportation, Inc.

Company Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

94-2491705

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES**

**NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(  )

(  )

**OR**

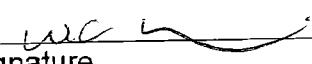
**YES**

**NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

(  )

(  )

  
Signature

March 28, 2014

Date

W.C. Pihl, Executive Vice President

Name and Title (please type or print)



## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

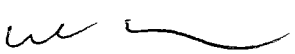
COMPANY NAME: MV Transportation, Inc.			
COMPANY ADDRESS: 5910 N. Central Expressway, Suite 1145			
CITY: Dallas	STATE: TX	ZIP CODE: 75206	

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: W.C. Pihl	TITLE: Executive Vice President
SIGNATURE: 	DATE: March 28, 2014

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: MV Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.


Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM Please see attached.	
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   
W.C. Pihl, Executive Vice President

DATE: March 28, 2014

## **Attachment to Form PW-14 – Proposer's List of Terminated Contracts**

MV is proud of the longstanding relationships that it has formed with the agencies it serves. MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract in its entire 39 years of service. While the Company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract terminated due to failure to comply with contract obligations.

In Greensboro, NC, MV exercised its right to terminate for convenience under the term of the contract after its inability to come to an agreement with the County that would mitigate MV's operational and financial losses. Under this per-trip contract, the client controlled all reservations and scheduling; ridership consistently decreased over the contract term and no-show trips were not effectively handled. As a result MV's was unable to effectively manage service without financial loss. In August of 2011 MV met with its customer in Greensboro NC to discuss options to remedy this situation; however the County was unable or unwilling to agree to a solution. MV's last date of service was November 13, 2011.

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: MV Transportation, Inc.

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 Please see attached.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Proposer:  Date: March 28, 2014  
 W.C. Pihl, Executive Vice President

## **Attachment to Form PW-15 – Proposer's Pending Litigations and Judgments**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

**ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)**

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION**

MV Transportation, Inc.

Proposer's Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: \_\_\_\_\_

W.C. Pihl, Executive Vice President

Date: March 28, 2014

**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:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014


**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.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014





**ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)  
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

**Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.**

**At the time of proposal submission, Proposer must meet the following minimum requirements:**

1. Proposer must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):
  - Three years of experience in propane-powered, 25 feet or longer cutaway buses and/or transit buses.

**Subcontracting is not allowed to meet this requirement.**

- 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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.**

Name of Service	Please see attached.
Number of Years Providing Above Service	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

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.

(Please attach additional pages if needed.)

No. Proposer does not meet the experience requirement stated above.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route service for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, 25 feet or longer cutaway buses and/or transit buses.

**Subcontracting is not allowed to meet this requirement.**

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 scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of the Employee	Stephen Allan
Number of Years Providing Above Service	Please see attached.
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

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.

(Please attach additional pages if needed.)

No. Proposer's Project Manager does not meet the experience requirement stated above.

3. Proposer or its Subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in maintaining propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Yes. Proposer or its Subcontractor'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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, 25 feet or longer cutaway buses and/or transit buses.**

Name of the Employee	Name: <u>Martin Camargo</u> Proposer <input checked="" type="checkbox"/> / Subcontractor <input type="checkbox"/> (check one)
Number of Years of Experience Servicing the above type of vehicle	Please see attached.
Make of Vehicle Serviced	
Model of Vehicle Serviced	
Size/Length of Vehicle Serviced	
Fuel Type of Vehicle Serviced	

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.

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(Please attach additional pages if needed.)

No. Proposer or its Subcontractor's Maintenance Manager does not meet the experience requirement stated above.

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). **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or

**Attachment to Form PW-20 –**

**Proposer's Compliance with the Minimum Requirements of the RFP**

**1. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV's minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Name of Service	Number of Years Providing Service	Make of Vehicle	Model of Vehicle	Size / Length of Vehicle	Fuel Type	Number of Vehicles
Downeylink	12 (2002 to Present)	EL DORADO T-MARK	2008	32'	PROPANE	7
King Medical Center Shuttle	3 (2011 to Present)	EL DORADO CHEVY 4500	2008	30'	PROPANE	3
Cerritos COW	9 (2004 to 2013)	EL DORADO T-MARK	2004	32'	PROPANE	7
LADOT DASH Package 5b	8 (2005 to 2013)	EL DORADO E-Z RIDER	2001	30'	PROPANE	14

**2. Compliance with Experience Requirements of Project Manager**

Please refer to the following table for documentation of MV's project manager's minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, 25 feet or longer cutaway buses or transit vehicles. Mr. Allan has operated all of these services in the capacity as project manager since 2008 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**Attachment to Form PW-20 –**

**Proposer's Compliance with the Minimum Requirements of the RFP**

**3. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV's maintenance manager's minimum three years of experience maintaining propane-powered, 25 feet or longer transit buses. Mr. Camargo has overseen Paramount maintenance operations since 2001 and more than exceeds the minimum of 3 years' experience.

<b>Project</b>	<b>Dates of MV- Provided Service</b>	<b>Make of Vehicle</b>	<b>Model of Vehicle</b>	<b>Size/ Length of Vehicle</b>	<b>Fuel Type</b>	<b>Years' Maintenance Manager Experience</b>	<b>Number of Vehicles</b>
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	Since 2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7
Willowbrook Dial-A-Ride	Since 2011	EIDorado Chevy 2500	2010	25'	Propane	3	4


passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.

- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or recieved a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

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. **Subcontracting is not allowed to meet this requirement.**

- 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.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature W.C. Pihl 	Title Executive Vice President
Firm Name MV Transportation, Inc.	Date March 28, 2014

**ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)**

**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:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

**At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:**

- Proposer or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

- Yes. Proposer or its Subcontractor 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)



- Proposer or its Subcontractor 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 the require ASE certification above.

Complete the chart below. List all mechanic staff assigned to this Contract.

<b>Mechanics Assigned to this Contract</b>	
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>
Martin Camargo	ASE Heating, Ventilation & A/C

- No. Proposer or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided.

2. Proposer or its Subcontractor shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified under Number 1 of this Form.

- Yes. Proposer or its Subcontractor 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.)

<b>Employee Name</b>	<b>Type of Certification</b>
Martin Camargo	MACS and IMACA

- No. Proposer or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above.

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. **Subcontracting is not allowed to meet this requirement.**

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)
Jennifer Ephform	B	Yes
Darick Eirls	B	Yes
Jose Dominguez	B	Yes
Francisco Amaya Jr.	B	Yes
Lorena Gasca	B	Yes
Frances Flores	B	Yes
Please see copies in the appendix of this proposal.		

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.

**ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)**

**PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.


Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

**I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

**I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: MV Transportation, Inc.	County Webven No. 11124801
Print Authorized Name: W.C. Pihl	Title: Executive Vice President
Authorized Signature: 	Date: March 28, 2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

**2.201.20 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 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 the chief executive officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.

Seq. of this code, entitled Contracting with Private Business.

**2.201.30**      **Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

\*Editor's note: Effective three months after the effective date of the Ordinance approval.

**2.201.040**      **Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050**      **Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer'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.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer

may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090      Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.



"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. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: MV Transportation			
Company Address: 5910 N Central Expy			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 214-662-0499	Facsimile Number:	Email Address: justin.pate@mvtransit.com	
Awarding Department: Department of Public Works		Contract Term: 1 year, (4) option years	
Type of Service: Shuttle Transportation Services			
Contract Dollar Amount: \$330,000		Contract Number (if any): 2014-PA014	


I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*):

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.*

PRINT NAME: Justin C Pate	TITLE: Vice President
SIGNATURE: 	DATE: 3/20/14

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

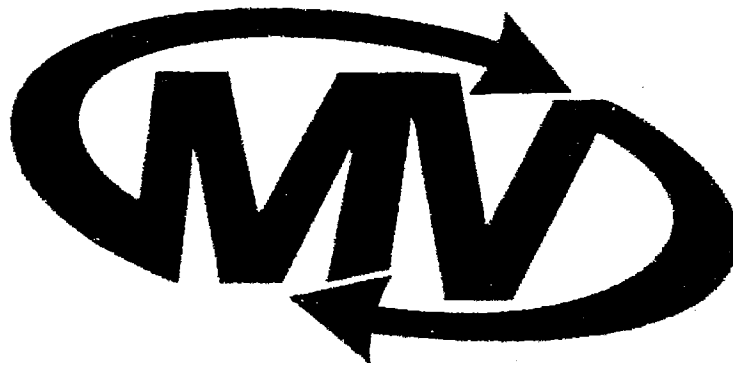
Health Benefit(s) Payment Schedule:

Monthly                       Quarterly                       Bi-Annual

Annually                       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**AGREEMENT**  
**BETWEEN**  
**MV TRANSPORTATION INC.**



**AND**  
**TEAMSTERS LOCAL 848**

PARAMOUNT DRIVERS

**June 13, 2010 through June 30, 2014**

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## ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective June 13, 2010, by and between MV Transportation, INC. (hereinafter referred to as the “Company”) and Teamsters Local Union Number 848, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 – RECOGNITION

Section 2.1 – Bargaining Representative: The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 – Covered Employees: All regular full-time, regular part-time, and part-time casual drivers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations.

1. City of Lynwood
2. Norwalk
3. Torrance
4. City of Compton
5. City of Downey
6. City of Cerritos
7. WillowBrook

All located at: 7209 Rosecrans, Paramount, CA 90723

8. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

9. Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 – New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### **ARTICLE 3 – PARTICIPATION**

Section 3.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.



Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 – Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the “Client.” The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees with out renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client

to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4 – Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – REPRESENTATIVES' RIGHTS**

Section 5.1 – Recognition of Shop Stewards: As a general rule, the Union may designate, and the Company will recognize, not more than one (1) Shop Steward from within the bargaining unit per fifty (50) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. However, for locations where there are less than fifty (50) bargaining unit employees permanently assigned to that facility, the Union may designate only one (1) Shop Steward. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name. Each Shop Steward will be permitted to designate one alternate Shop Steward who shall only be permitted to perform the duties of Shop Steward in their absence.

Section 5.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean

employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 848 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation: During normal business hours, the Union Business Agent or other authorized officer of the Local will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union Business Agent shall make his presence known to the General Manager (GM) or his designee upon arrival at the Division. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee. In the event that the Union Business Agent needs to conduct business at a Division location not under the current supervision of the GM the Business Agent shall call the GM or his designee upon arrival at that Division location. The Union Business Agent will suspend the conduct of Union business at an unsupervised Division location in the event it is determined by management that the presence of the General Manager is required in order to conclude that business in an orderly and businesslike manner.

## **ARTICLE 6 – BULLETIN BOARDS**

Section 6.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 – COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 8 – AFFIRMATIVE ACTION**

Section 8.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

## ARTICLE 9 – NO STRIKE, NO LOCKOUT

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 9.3 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## ARTICLE 10 – DISCIPLINE

### Section 10.1 - Disciplinary Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Weingarten Rights. It is understood that MV Transportation will comply with the Weingarten Decision with respect to its employee's rights to union representation. When a disciplinary meeting is conducted, and a request is made by a member of the bargaining unit for union representation in compliance with the Weingarten decision, a union steward shall be permitted to attend that meeting. In the absence of a Union Steward, the employee may request another available bargaining unit employee sit in on the meeting. If Union representation is waived, the Company shall make a written note of that waiver and attempt to have that note signed by the employee.
- (f) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline: Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. Disciplinary actions resulting in suspension and/or termination shall be for just cause only. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:



- First Violation: Policy review / documented verbal counseling.
- Second Violation: First Written Warning Notice.
- Third Violation: Final Written Warning Notice.
- Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any similar or related rule or combination of rules. "Similar or related" would be a violation of any single step or action in a larger procedure or activity (eg. pre-trip, schedule adherence, proper uniform, workplace behavioral problems, customer service, workplace policies/procedures, etc). An employee will have his record cleared of each violation after 12 months using a rolling twelve (12) month time period.

The MV Employee Handbook policies for Attendance, Safety and Incident, Substance Abuse and Misuse, and Major Work Rule violations shall constitute "just cause" and be considered proper and/or progressive discipline for violations as stated in those sections of the Handbook with the exceptions of:

1. Additionally, the disciplinary terms contained in the Company's agreed upon cell phone use policy shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.
2. The agreed upon Drive-Cam Policy shall remain in full force and effect for the duration of this agreement unless expressly agreed to between the parties in writing.

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such

rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.

- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup. (NOTE: This language (j) is only for Agreements that cover Paratransit operations.)
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- (p) Any other terminable offense as stated in the MV Employee Handbook.

Section 10.5 - Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On two (2) occasions in any rolling (12) twelve month period, an employee shall be excused from work for a verifiable illness without the assessment of an attendance point when that employee meets both of the following conditions:

1. The absence is reported to supervision or dispatch at least (1) one hour prior to the start of their shift.
2. The employee presents a valid doctors excuse dated and signed by a doctor practicing in the U.S., releasing the employee from work on the actual day, or consecutive days for the entire period of absence up to (5) five days.

Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7 – Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle. A final determination as to the safety of all Company equipment shall be determined by management or their authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

Section 11.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

#### STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

#### STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

#### STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request

arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties.  
An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 12 – CATEGORIES OF EMPLOYEES**

Section 12.1 – Regular Full-Time. Employees whose regular scheduled bid is at least thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time. Employees whose regular scheduled bid is less than thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than thirty-two and one half (32.5) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change. Part-time employees may be requested to work more than thirty-two and one half (32.5) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open



shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

## ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – Pre-trip Duties: Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. Each employee shall be allowed a five (5) minute “grace period” for every sign-on. Employees shall not be penalized for signing on five (5) minutes or less after their Scheduled Report Time.

Section 13.2 – Post-trip Duties: An operator’s paid time ends after their last trip is performed and the vehicle is refueled (if required), returned to the yard, the vault is pulled (if required), and the post-trip is completed, and all required paperwork is completed and turned in. It shall be considered a major violation of Company Work Rules, and subject to discipline up to and including termination, to intentionally and unnecessarily extending “dead head” time when returning to the yard and/or the completion of any and all post-trip duties.

Section 13.3 – Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 – Overtime. Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.

Section 13.5 – Scheduled Hours – Fixed Route. The Company agrees not to make arbitrary changes to existing bid routes. Changes may be made during general bids as stated in Article 15 of this agreement. However, changes may be made when caused by an act of God, natural disaster, when mandated by the client, to maintain the efficiency of operations as determined by management, or to meet other verifiable operational needs

beyond the control of the employer. The Company shall not abolish existing routes solely for the purpose of moving work to part-time positions.

In the event that changes to a given route need to be made due to one of the reasons stated above, the Company agrees to eliminate and revise the affected route or routes. The revised route or routes shall then be bid in accordance with the Bidding Article section entitled "Single Open Piece of Work".

13.6 – Scheduled Hours – Para-transit:

Due to the nature of Para-transit work, there shall be no guaranteed hours per day or per week.

13.7 – Standby Assignment:

Drivers working standby shall be guaranteed two (2) hours per scheduled report.

## ARTICLE 14 – SENIORITY

Section 14.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

## **ARTICLE 15 – BIDDING**

Section 15.1 – Procedure: The Company shall conduct General Bids at least 2 times each year, at a time determined by the Company or as required due to changes in demand for the service. The company agrees to conduct scheduled bids each January and July so long as these scheduled bids do not fall within four (4) months of any previous bid. In such case, the Company may wait till the next January or July bid time to conduct the next General Bid. Separate General Bids will be conducted for employees working on each revenue agreement. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. For “scheduled” fixed route service, posted runs shall show the start and the end times of the shift. For “flex-scheduled” fixed route, and dial-a-ride service, posted runs shall show the approximate start and the approximate end times of the shift.

General Bids will be conducted separately for employees working on each revenue agreement within Division 14. Any driver may bid on any available open piece of Division 14 work in the following manner:

### General Bid

- First – Operators bid within the revenue agreement for which the employee is permanently assigned based on their revenue contract seniority.
- Second – Remaining open pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

### Single Open Piece of Work

- First – When any piece of work becomes open between General Bids, only that piece of work will be posted, and may be bid on by drivers within the revenue agreement for which the opening exists based on their revenue contract seniority.
- Second – Remaining single pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

Single Open Piece of Work Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. The bid shall be posted for five (5) business days. The successful bidder shall be notified within two (2) business days of the close of bidding. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Section 15.2. General Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Full-time and part-time status will be determined by the piece of work for which the operator successfully bids.

Section 15.3 – Illness or Injury. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

Section 15.4 – Para-Transit Work. A bid shall not be construed to mean that this is a minimum of maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time. (NOTE: This Section applies only to operations that perform para-transit services.)

Section 15.5 - Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid.

## **ARTICLE 16 – DRUG AND ALCOHOL PROGRAM**

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

## **ARTICLE 17 – BREAKS & LUNCHES**

Section 17.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of thirty (30) minutes.

Section 17.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12)-hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure.

## **ARTICLE 18 – COMPLETE AGREEMENT**

Section 18.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 18.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## **ARTICLE 19 – AUTHORIZED DEDUCTIONS**

Section 19.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 19.2 – D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one



check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## **ARTICLE 20 – ITEMIZED STATEMENTS**

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 21 – JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

## **ARTICLE 22 - FUNERAL LEAVE**

Section 22.1 – Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationary employees with six (6) full months of service to the Company shall be entitled to up to two (2) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## ARTICLE 23 – LEAVES OF ABSENCE

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## ARTICLE 24 – TRANSFER RIGHTS

Section 24.1. An employee, who has completed one (1) year or more of site seniority at one of the locations covered by this Agreement, may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager of the current location will notify the employee in writing if the transfer has been accepted or rejected within 10 working days of receipt of the employee's request.

Section 24.2. An employee accepted for transfer as set forth in Section 1 above, shall begin to accrue site seniority at the new location beginning from the date the employee begins work at the new location, and will immediately rescind seniority held at the previous site. That employee shall retain Company seniority from the other location for purposes of wage progression

and benefits. It is generally understood that the driver's wages will remain at the same rate until the contract catches up with the driver's wage rate if he/she is making more than the current scale. The Driver's new wage rate shall be agreed upon before any transfer takes place. If he/she is making less than the current scale the transferring driver will be brought to scale.

Section 24.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

### **ARTICLE 25 – SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

### **ARTICLE 26 – PARKING**

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

### **ARTICLE 27 – BONUS/INCENTIVE PROGRAMS**

Section 27.1 – Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, operator retention, etc. These bonuses may be ongoing, or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

### **ARTICLE 28 - SAVINGS CLAUSE**

Section 28.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City,

State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 28.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 28.3 - Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

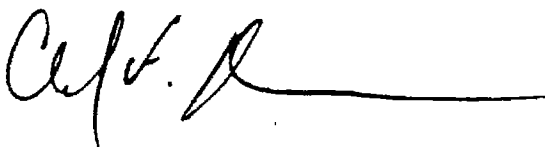
**ARTICLE 29 – DURATION**

Section 29.1 - Effective Date: This Agreement shall be in force and effect from June 13, 2010 through 12:00 midnight June 30, 2014.

Section 29.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

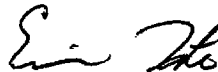
FOR THE COMPANY  
MV Transportation, Inc.



Cliff Reynolds  
Director of Labor Relations

May 31, 2012  
Date

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers



Eric Tate  
Secretary-Treasurer

5/31/12  
Date

## APPENDIX "A" - WAGES

### The Scale

	Training Rate	Compton, Lynwood, Torrance, Downey, Wittier, Norwalk, Willow Brook	La Mirada
Starting	\$ 8.00	\$ 9.25	\$ 10.25
6 Mon		\$ 9.65	\$ 10.65
1 Year		\$ 9.90	\$ 10.90
2 Year		\$ 10.25	\$ 11.25
3 Year		\$ 10.40	\$ 11.40
4 Year		\$ 10.55	\$ 11.55
5 Year		\$ 10.70	\$ 11.70

### Wages

#### Year 1 – July 1, 2011

All current employees (except Willow Brook) get a \$0.50 increase retro to July 1, 2011.

Willow Brook Employees get put back to \$11 per hour for current and \$10.25 for the dial-a-ride. They retain their seniority with the service. All new hires start on the scale at \$9.25 per hour.

#### Year 2 – July 1, 2012

All employees with 4 years or more receive \$0.50 increase

All employees with more than 3 years receive \$0.40 increase.

All employees with more than 2 years receive \$0.35 increase.

All employees with more than a year receive \$0.30 increase and all other employees shall receive their increase as per the scale.

Year 3 – July 1, 2013

All employees with 4 years or more receive 3% increase

All employees with more than 2 year receive \$0.30 increase.

All other employees shall remain on the scale.

Training Rate: Training wage rate shall be \$8.00 per hour, or minimum wage, whichever is greater.

If the driver is to be suspended and retrained then the retraining may take place during the suspension at the drivers regular of pay. If there is no suspension then the retraining will be paid at the driver's regular rate of pay. All mandatory meetings shall be paid at the driver's regular rate of pay or overtime if overtime applies under Article 13 Hours of Work

#### Payroll Notes

Payroll Note #1: Driver/Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollars (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position.

Payroll Note #2: Driver/Cadet Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver/Cadet Trainer and may send a trainee on route with the employee. An employee so assigned shall be paid a differential of twenty-five cents (\$0.25) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer.



- Payroll Note #3: Effective Dates: Drivers inside the wage scale shall receive one wage increase per year which shall occur on the "Annual Increase" date stated in the wage table above. Each driver's wage rate for this annual increase shall be determined by the wage rate found in the column/row where the "Annual Increase" column and employee's "Years of Service" row intersect. Drivers shall receive such increase commencing on the first (1st) day of the first (1st) pay period on or after the wage table date on which the increase is effective.
- Payroll Note #4: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this Appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay.
- Payroll Note #5: Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his/her classification as stated on section 3 above. The Company may at its option, elect to credit some or all of a Driver's prior driving service or experience for the purpose of establishing a higher initial placement on the progression schedule.
- Payroll Note #6: Adjusted Hire Date: An employee's adjusted hire date shall be assigned based on original hire date and previous years of service for employees who worked for the previous contractor on this revenue agreement at time of startup, or for employees who transfer from another MV Division.

## APPENDIX "B" - BENEFITS

### 401 (K) PLAN

#### Company 401k Plan

The Company will offer its 401(k) retirement plan to all eligible employees to the extent that only tax deferred employee contributions will be made in accordance with the provisions of the plan. This plan shall be employee contribution only.

### PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

Independence Day	Labor Day
Thanksgiving Day	Christmas Day
New Years day	Memorial Day
Presidents Day	

**Section 2 - Holiday Eligibility:** Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

**Section 3 - Holiday Pay:** Holiday pay will be paid at eight (8) hours per day.

**Section 4 - Pay for Holiday Work:** Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

## HEALTH INSURANCE

Section 1 - Designation of Trust: The Employer agrees to make contributions to the Teamsters Multi Benefit Trust "Transportation Industry Program" plan for the purpose of providing Medical and Prescription Drug, Dental, Vision benefits for all qualified full time, non-probationary employees and their dependents.

The Employer shall report the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 20<sup>th</sup> day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1<sup>st</sup> day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall;

- a) Have at least six (6) months of continuous service with the Company, and have passed all the training and be fully qualified and scheduled to operate on their own.
- b) Have made through payroll deduction, all contributions required.
- c) Be a full-time, non-probationary bargaining unit member.
- d) Benefits stop if on leave of absence or off duty due to a worker compensation claim beyond benefits-protected leave, such as CFRA/FMLA leave.
- e) Be a bargaining unit member who has worked or received pay for at least eighty (80) straight-time hours during the calendar month for which benefits are being provided.

Section 3 - Employee and Dependent Coverage: Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first

day of the month following six (6) complete months of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section 4 - Required Employee Contribution for Group Health Plan: For all eligible employees who select health care coverage, the Company shall contribute the amounts listed below on behalf of the employee and the dependents of the employee. The employee shall contribute an amount equal to the total health care premium minus the employer's contribution as stated in section 5 below.

Section 5 - Employer Contribution: Effective with the first (1) day of the first (1) calendar month of voluntary enrollment, the Company shall contribute the table below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

#### HEALTH INSURANCE

<b>Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu</b>	<b>Total Cost 2011</b>	<b>Monthly Employer Cost</b>	<b>Monthly Employee Cost</b>
<b>Employee Only</b>	\$ 343.00	60%	40%
<b>Additional Cost for Employee + 1</b>	\$ 318.00	40%	60%
<b>Additional Cost for Employee + Family</b>	\$ 585.00	40%	60%

Increase % to 70% Company 30% Employee July 1, 2013 for employee only Coverage. Medical costs are subject to increase in January of each year. Use percentages for calculations.

Section 6 - Wavier of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.

## PAID VACATION / PTO

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one full year of employment	40 hours
After three full years of employment	80 hours

In order to receive full vacation, a full-time employee must have worked at least 1590 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1590 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. - Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. - Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a

form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

#### Section 4. Cash Out

Employees will be paid for all unused vacation at the time of termination of employment.

#### Section 5. Vacation Carry Over:

At no time shall an employee retain more than 175% of their annual vacation allotment. For example, an employee earning 120 hours of vacation per year will not receive additional vacation in excess of 210 hours.

*(Eg. 40 hours vacation has an accumulation cap of 70 hours)*

## **PAID PERSONAL LEAVE**

Non-probationary, regular full-time employees with six (6) full months of service shall be eligible to receive a one-time allotment of Paid Personal Leave in accordance with the table below:

July 1, 2011 = Eight (8) Hours  
July 1, 2012 = Sixteen (16) Hours

Paid Personal Leave will not accrue, and there shall be no prorated allotments. Employees with less than six (6) months of service on July 1<sup>st</sup> shall not be eligible for the annual allotment of paid personal leave. Employees shall receive one annual allotment per year and this allotment may not be cashed out at termination of employment or for any other reason.

Illness: An employee who is prevented from reporting for work due to illness shall promptly notify Dispatch and abide by the terms contained in the MV Transportation Attendance Policy contained in the Employee Handbook.

Scheduled Personal Paid Leave: Use of Personal Paid Leave must be approved seven (7) days in advance, and may be granted dependent upon operational needs as determined by the Company.

Paid Personal Leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday. One hour will be the standard increment. No carryover of Personal paid Leave will be permitted from year to year.

Paid Personal Leave shall not be considered as time worked for the purpose of computing overtime.

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:
PLEASE PRINT NAME:	TITLE OR POSITION:



**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: Exempt**

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.**

*[Signature]*  
Owner's/Agent's Authorized Signature

MV Transportation, Inc.  
Print Name of Firm

W.C. Pihl, Executive Vice President  
Print Name and Title

March 28, 2014  
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: <b>MV Transportation, Inc.</b>	Print Name of Owner: Authorized Representative <b>W.C. Pihl</b>
Print Address of Firm: <b>5910 N. Central Expressway, Suite 1145</b>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code <b>Dallas, TX 75206</b>	Print Name and Title: <b>W.C. Pihl, Executive Vice President</b>

<b>Public Entity Name</b>	Please see attached.
<b>Public Entity Address:</b>	Street Address:
	City, State, Zip:
<b>Case Number/Date Claim Opened:</b>	Case Number:
	Date Claim Opened:
<b>Name and Address of Claimant:</b>	Name:
	Street Address:
	City, State, Zip:
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of 2 pages.

## **Attachment to Form LW-5 – Labor / Payroll / Debarment History**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has labor law, payroll and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending labor law/ payroll claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Jarrett Andrews, Vice President and Associate General Counsel at (972) 391-4683.

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <i>MV Transportation, Inc</i>	Print Name of Owner: Feysan and Alex Lodde, majority owners
Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

Public Entity Name	<i>State of California, Dept. of Industrial Relations Division of Labor Standards Enforcement</i>
Public Entity Address:	Street Address: <i>100 Paseo de San Antonio, St. 120</i> City, State, Zip: <i>San Jose, CA 95113</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i> Date Claim Opened: <i>May 8, 2012</i>
Name and Address of Claimant:	Name: <i>Vivian Garcia</i> Street Address: <i>[Redacted]</i> City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>

One Additional Page <sup>is</sup> are attached for a total of 2 pages.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

<b>Public Entity Name</b>	<i>State of Florida Florida Commission on Human Relations</i>
<b>Public Entity Address:</b>	Street Address: <i>2009 Apalachee Parkway, Suite 100</i> City, State, Zip: <i>Tallahassee, Florida 32301-4857</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i> Date Claim Opened: <i>May 14, 2012</i>
<b>Name and Address of Claimant:</b>	Name: <i>Murielle Françoise</i> Street Address: <i>[Redacted]</i> City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Driver</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>

Additional Pages are attached for a total of 2 pages.  
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Rick Scott  
Governor

# State of Florida Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

2009 Apalachee Parkway • Suite 100 • Tallahassee, Florida 32301-4857  
(850) 488-7082  
<http://fchr.state.fl.us>



Gilbert Singer  
Chair  
Michelle Wilson  
Executive Director

FCHR No. [REDACTED]  
Certified Receipt #: 9 [REDACTED]

Murielle Francisque  
c/o Ms. Mary E. Lytle, Esquire  
Law Offices of Mary E. Lytle  
549 North Wymore Road  
Suite 207  
Maitland, FL 32751

Complainant

MV Transportation  
c/o Ms. Cynthia Haston  
Labor & Employment Law Counsel  
5910 N. Central Expressway  
Dallas, TX 75206

Respondent

### DETERMINATION: CAUSE

Complainant filed a Complaint of Discrimination alleging that Respondent violated the Florida Civil Rights Act of 1992, as amended, Section 760.10, Florida Statutes. The Florida Commission on Human Relations has investigated this matter and has found the following:

Respondent is an employer within the meaning of the Florida Civil Rights Act of 1992, and the timeliness and all jurisdictional requirements have been met;

Pursuant to Rule 60Y-5.004(1), Florida Administrative Code, the Office of Employment Investigations has submitted an Investigative Memorandum;

On the basis of the report and recommendation, pursuant to the authority delegated to me by Rules 60Y-2.004(2)(e) and 60Y-5.004, Florida Administrative Code, [REDACTED]

Michelle Wilson  
Executive Director

Dated: 9-11, 2012

Filed: Sept. 11, 2012

By:   
Clerk of the Commission TB

RECEIVED  
SEP 17 2012  
BY:

### COMMISSIONERS

Gayle Cannon  
Lake City

James Johns  
Jacksonville Beach

Joanna Sharp  
Wellington

Dr. Donna Elam  
Orlando

Michael Keller  
Tampa

Gilbert M. Singer, Chairman  
Tampa

Dr. Onelia Fajardo  
Miami

Michelle Long  
Jacksonville

Billy Whitefox Stall  
Panama City

Dr. Elena Flom  
Cocoa Beach

Lizette Romano  
West Palm Beach

Mario Valle, Vice Chairman  
Naples

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>10 South Howard Street 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>February 11, 2011</i>
Name and Address of Claimant:	Name: <i>Peggy Gamble Bell</i>
	Street Address: <i>900 [Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 2 pages.





**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Baltimore Field Office**

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
National Contact Center: (800) 669-4000  
National Contact Center TTY: (800) 669-6820  
Baltimore Status Line: (866) 408-8075  
Baltimore Direct Dial: (410) 209-2237  
TTY (410) 962-6065  
FAX (410) 962-2817/4270

EEOC CHARGE 531-2010-01920

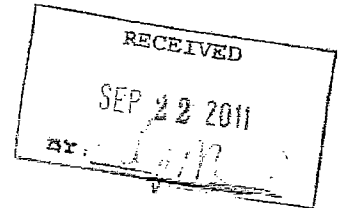
Peggy A. Gamble-Bell

[REDACTED]

Charging Party

MV Transportation, Inc.  
4501 Curtis Avenue  
Baltimore, Maryland 21226

Respondent



**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulation, I issue on behalf of the Commission the following determination on the merits of the subject charge filed under the Age Discrimination in Employment Act of 1967, as amended (hereinafter referred to as "ADEA"). Respondent is an employer within the meaning of Title VII, as amended and all requirements for coverage have been met.

Charging Party has alleged [REDACTED]

Respondent denied all allegations of discrimination and asserted that Charging Party was similarly situated to seven (7) other individuals who were discharged between February and May 2010, for violating its zero tolerance cell phone policy. All of these individuals were under age 40 and none, including the Charging Party, were reinstated.

Evidence provided by Respondent to the Commission during this investigation, included a notation on an employee separation report that an individual "marked yes to ever having a felony, and per division, applicants can not ever have a felony".

Growing out of the investigation, I find that there is reasonable cause to believe that since at least September 2, 2008, Respondent implemented a continuing company-wide policy/practice of utilizing job applicant criminal charge, conviction and other criminal justice system history as a selection criterion for hiring. I find reasonable cause to believe that this policy/practice has had, and continues to have, an unlawful disparate impact on Black and Hispanic job applicants because of their race and national origin in violation of Title VII. I further find that this policy/practice has had, and continues to have, an unlawful disparate impact on male job applicants because of their sex, in violation of Title VII.

As to all other allegations, EEOC is unable to conclude that the information obtained establishes violations of any other statutes.

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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Print Address of Firm: <i>5910 N Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>10 South Howard St., 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>October 31, 2011</i>
<b>Name and Address of Claimant:</b>	Name: <i>N'Nay Lockhart</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Dispatcher</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.  
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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Baltimore Field Office

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Baltimore Status Line: (866) 408-8075  
Baltimore Direct Dial: (410) 209-2237  
TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270

EEOC Charge No.: 846-2010-43134

D'Nay Lockhart  
[Redacted]

RECEIVED  
OCT 11 2012  
BY: *lw*

Charging Party

MV Transportation  
6505 Belcrest Road  
Hyattsville, MD 20782

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination as to the merits of the subject charge. All requirements for coverage have been met.

Charging Party alleges that [Redacted] suspension and discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended.

Respondent denies Charging Party's allegations, and maintains that it found no evidence to substantiate Charging Party's claims that [Redacted] who Respondent demoted from Alert List Supervisor to Dispatcher on November 25, 2010 following an investigation. Respondent asserts that all disciplinary actions taken against Charging Party, including suspension and discharge, were warranted per its policies, and that at no time did it deny Charging Party opportunities for transfer or promotion.

The investigation revealed that Charging Party was [Redacted]

Based on the foregoing, I have determined that [Redacted]

EEOC is unable to conclude that the information obtained establishes any other violations of Title VII or any other statutes.

Upon finding that [REDACTED], the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek monetary remedies inclusive of the applicable cap to your organization for compensatory and/or punitive damages; full back pay (total wage and benefit loss) with interest; front pay; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any, as well as non-monetary remedies. A Commission representative will prepare a conciliation proposal for Respondent's review. Again, the Commission is postured to consider any reasonable offer during this period. If any offer has not previously been submitted, Respondent is requested to accept, reject, or submit a counteroffer to the enclosed conciliation proposal concerning Charging Party and any additional aggrieved individuals (if applicable) and do so by the date in the conciliation proposal letter.

The confidentiality provisions of Title VII and Commission regulations apply to information obtained during conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission.

Date

9/10/12

On Behalf of the Commission

*Judy W. Cassell*

Judy W. Cassell  
Acting Director

Enclosure: Conciliation Proposal (Respondent only)

cc:

Cynthia J. Haston  
Employment Law Counsel  
MV Transportation  
5910 N. Central Expressway  
Dallas, TX 75206

Tico Almeida  
1418 W Street NW, Apt. 501  
Washington, DC 20009

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>10 South Howard Street, 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
Case Number/Date Claim Opened:	Case Number: <i>[REDACTED]</i>
	Date Claim Opened: <i>January 11, 2011</i>
Name and Address of Claimant:	Name: <i>Tina Jenkins</i>
	Street Address: <i>[REDACTED]</i>
	City, State, Zip: <i>[REDACTED]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[REDACTED]</i>
	<i>[REDACTED]</i>

Additional Pages are attached for a total of 3 pages.  
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TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270  
Website: [www.eeoc.gov](http://www.eeoc.gov)

EEOC Charge 846-2010-29303

Ms. Tina L. Jenkins

[REDACTED]

Charging Party

MV Transportation  
8540 Ashwood Drive  
Capitol Heights, MD 20743

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge, filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII). The timeliness and all other jurisdictional requirements for coverage have been met.

Charging Party alleged that she was [REDACTED]

Respondent denies that it subjected Charging Party to [REDACTED] admits that she was removed from her position.

Examination of the evidence indicates that on the same day Charging Party engaged in a protected activity she was ordered by the Respondent to take a drug test. Although, Charging Party's drug test result was negative, she was forced to remain off-duty. Respondent contends that for safety reasons Charging Party was asked to take fitness for duty exam, but she failed to return to work and she also failed to provide Respondent with contact information, so it was unable to contact her. The Respondent also stated that it investigated, but could not substantiate Charging Party's harassment claims.

The Respondent was given an opportunity, [REDACTED]


The evidence as a whole demonstrates that Respondent [REDACTED]

Based on this analysis [REDACTED]

Upon finding that [REDACTED] attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek an amount inclusive of the applicable cap to your organization for compensatory and/or punitive damages; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any. A commission representative will prepare an actual dollar amount to include accruing wage losses and attendant benefits, with interest to date, any appropriate front pay; and, if appropriate, attorney fees and costs which have accrued to date.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office director is not obtained, the director will inform the Respondent of the court enforcement alternatives available to the Commission.

On Behalf of the Commission,



Rosemarie Rhodes  
Director

6/17/2013  
Date

cc:  
Cynthia Haston, Esquire  
MV Transportation, Inc.  
5910 N. Central Expressway  
Dallas, TX 75206

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

Public Entity Name	<i>State of Alaska, Dept. of Labor + Workforce Development Labor Standards and Safety Division</i>
Public Entity Address:	Street Address: <i>1251 Muldoon Road, Suite 113</i> City, State, Zip: <i>Anchorage, AK 99504-2098</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i> Date Claim Opened: <i>April 24, 2013</i>
Name and Address of Claimant:	Name: <i>David Rodriguez</i> Street Address: <i>[Redacted]</i> City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Safety Supervisor</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>

*Two* Additional Pages are attached for a total of 3 pages.





THE STATE  
of ALASKA

ESTABLISHED SEPTEMBER 7, 1957

Department of Labor and  
Workforce Development

WORKERS' COMPENSATION AND SAFETY DIVISION  
Wage and Hour Administration

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900  
Fax: (907) 269-4915  
http://labor.alaska.gov/bs

September 19, 2013

MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

RE: RODRIGUES, D. v. RELIANT TRANSPORTATION, INC.  
A0413-060D

Ladies and Gentlemen:

The Department has received MV Transportation's June 16, 2013, response to the above referenced claim. It appears that MV has taken the position that [REDACTED]

[REDACTED]

Alaska Statute 23.05.140(b) requires an employee to receive all of an employee's wages, salaries or other compensation for labor or services upon separation of employment. Under 8AAC 25.030(3), rate of pay means all remuneration for service from whatever source, including, in pertinent part, accrued vacation

The Alaska Supreme Court, in *Pyramid Printing v. ASCHR*, 153 P.3d 994 (Alaska 2007), characterized vacation pay as an alternate form of wages, earned at the time of accrual, even if paid at a later time and stated that employers may not contractually limit such pay via caps on accrual, forfeiture of pay not used within certain time frames, or rules against cash out at termination. Additionally, in *United Food and Commercial Workers' Union Local 1496 v. D & A Super Markets, Inc.*, at 7, (Alaska 1984) found that an employer's failure to pay strikers their "accrued vacation pay" constituted a violation of AS 23.05.140(b) (while dicta contained in a footnote, it affirms the Department's position to accept and pursue vacation pay claims.)

MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
September 19, 2013  
Page 2

Further, in Sweet v. Storemont Vale Regional Medical Center, 667 P.2d 178 (Kansas 1982). An employee terminated her employment with the medical center without giving prior notice. The employee handbook provided that an employee had to give two weeks' notice in order to receive payment for vacation time. The applicable Kansas statutes and regulations are closely analogous to Alaska Law. The Kansas Supreme Court found the requirement of giving two weeks' notice to be a violation of law.

Therefore, in lieu of the above, the Department is requesting that [REDACTED]

It is the Department's desire to resolve this claim quickly and amicably without taking further action. If you have any questions, please contact me at 907-269-4909.

Sincerely,



Donna Nass  
Wage and Hour Investigator  
Wage and Hour Administration  
Anchorage Regional Office

DN:sg  
Reliant.transportation.reply

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NW 02F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>Fredericksburg, VA 22406</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

131 M Street, N. E., Suite 4NW02F  
Washington, D. C. 20507  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Washington Status Line: (866) 408-8075  
Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02251

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies all of Charging Party's allegations.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]

[REDACTED]

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[Signature]

With respect to Charging Party's allegation that [REDACTED] there is insufficient evidence for the Commission to determine that Charging Party was not hired on the basis of [REDACTED]. This does not, however, certify that Respondent is in compliance with Title VII.

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.


If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**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):

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- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <i>MV Transportation, Inc.</i>	Print Name of Owner: <i>Feysan and Alex Lodde, majority owners</i>
Print Address of Firm: <i>5110 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>131 M Street, NE, Suite 4NW02F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>Reasonable Cause Finding</i>

Additional Pages are attached for a total of 3 pages.



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FAX (202) 419-0740

Charge No. 570-2009-02248

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]

[REDACTED]

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BY: [Signature]

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

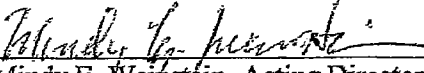
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On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NW02F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial) <i>Applicant</i>	
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

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Washington Field Office

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Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02247

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party [REDACTED]

[REDACTED]

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BY: [Signature]

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

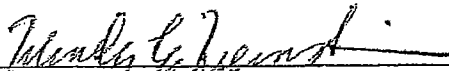
If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**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.
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- A debarment by a public entity listed below within the past ten years.

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Print Address of Firm: <i>5910 N Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. SEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>131 M Street, NE, Suite 4NW 2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>570-2009-02319</i>
	Date Claim Opened: <i>September 29, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

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Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02319

Linda Hoffman  
[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

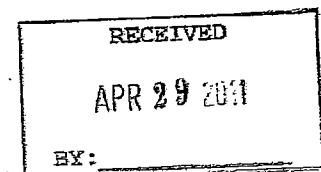
Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that she and similarly situated females were not hired as drivers ("Paratransit Operators") by Respondent because of their sex (female).

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that despite her qualifications, Charging Party was denied hire into the Paratransit Operator position. The position was ultimately filled by a male applicant who was equally or less qualified, than Charging Party. The evidence further showed that Respondent had 11 available Paratransit Operator positions. The hiring data reflects a gross under representation of female selectees for the position. Based on the available evidence, the Commission concludes that there is reasonable cause to believe that Respondent violated Title VII by refusing to hire Charging Party and similarly situated female applicants as Paratransit Operators, because of their sex, female.



Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

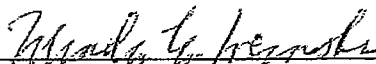
If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weipstein, Acting Director  
Washington Field Office

**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):

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- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <i>MV Transportation, Inc.</i>	Print Name of Owner: <i>Feysan and Alex Lodde, majority owners</i>
Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M. Street, NE, Suite 40WJDF</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>570-2009-02246</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>Jemaneke Gataken</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial) <i>Applicant</i>	
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

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TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02246

Jemaneshe T. Getahun

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that

[REDACTED]

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BY: Jgm



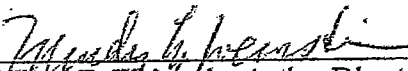
Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

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On Behalf of the Commission:

APR 25 2011  
Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. FEAC</i>
Public Entity Address:	Street Address: <i>131 M. Street, NE, Suite 4NW302F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>570-2004-03252</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>Virginia Scott</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
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Charge No. 570-2009-02252

Virginia P. Scott

Charging Party



MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

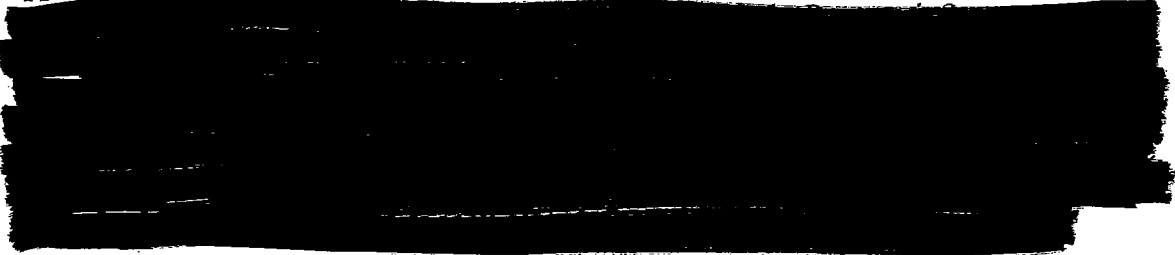
Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that



Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that



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BY: *[Signature]*

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

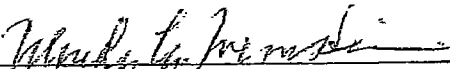
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On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>131 M Street, NE, Suite 4NW @ 2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>578 - 2009 - 02249</i>
	Date Claim Opened: <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>Adrian Halpern</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

131 M Street, N. E., Suite 4NW02F  
Washington, D. C. 20507  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Washington Status Line: (866) 408-8075  
Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02249

Adrien K. Hailey  
[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

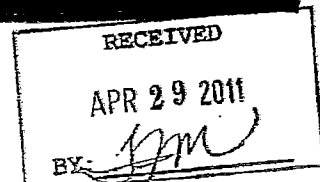
Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party expressed her interest in being considered for a position and attempted unsuccessfully to apply for a position. Charging Party was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]



[REDACTED]

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

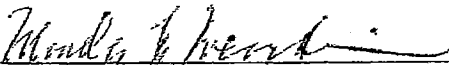
If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> 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><b>SIGNIFICANT</b> 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><b>MINOR</b> 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><b>INSIGNIFICANT</b> 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><b>NONE</b> 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: MV Transportation, Inc.

Name of Proposer's Health Plan: Kaiser / Aetna HDHP / Aetna Buy Up PPO Date: March 28, 2014

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N	Please see attached rate sheets and plan information for	Domestic partners and children of domestic partners are eligible. Plan Tiers are: Employee Only
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N	hourly and exempt non-bargained employees.	Employee and Spouse / Domestic Partner Employee and Children Family
Any Annual Deductible? Per Person Per Family	<input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> Y   N <input checked="" type="radio"/> Y   N	\$ \$	
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> N Y <input checked="" type="radio"/> N	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> Y   N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y   N	\$	
Emergency Care	<input checked="" type="radio"/> Y   N	\$	
Home Health Care	<input checked="" type="radio"/> Y   N	\$	
Hospice Care	<input checked="" type="radio"/> Y   N	\$	
Hospital Care	<input checked="" type="radio"/> Y   N	\$	
Immunizations	<input checked="" type="radio"/> Y   N	\$	
Maternity	<input checked="" type="radio"/> Y   N	\$	
Mental Health	<input checked="" type="radio"/> Y   N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y   N	\$	

**LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Ⓚ N	\$	Please see attached.
Physical Therapy	Ⓚ N	\$	
Prescription Drugs	Ⓚ N	\$	
Routine Eye Examinations	Y Ⓚ	\$	
Skilled Nursing Facility	Ⓚ N	\$	
Surgery	Ⓚ N	\$	
X-Ray and Laboratory	Ⓚ N	\$	

Under this health plan, a full time employee: (Non-Bargained)

- Becomes eligible for health insurance coverage after 30 days of employment for exempt / 60 days for hourly
- Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2.5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.





**Kaiser Permanente: DEDUCTIBLE PLAN**  
**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.kp.org](http://www.kp.org) or by calling 1-800-278-3296.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$500 Individual/\$1,000 Family (See chart starting on page 2 for when deductible is waived.)	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. \$3,000 Individual/\$6,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, health care this plan doesn't cover, and cost sharing for certain services listed in plan documents.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of plan providers, see <a href="http://www.kp.org">www.kp.org</a> or call 1-800-278-3296.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	Yes, but you may self-refer to certain specialists.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **plan providers** by charging you lower **deductibles, copayments and coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 per visit	Not Covered	Deductible waived.
	Specialist visit	\$10 per visit	Not Covered	Deductible waived. Services related to infertility covered at 50% coinsurance per visit.
	Other practitioner office visit	\$10 per visit for acupuncture services.	Not Covered	Deductible waived. Chiropractic care not covered. Physician referred acupuncture.
	Preventive care/screening/immunization	No Charge	Not Covered	Deductible waived. Some preventive screenings (such as lab and imaging) may be at a different cost share.
If you have a test	Diagnostic test (x-ray, blood work)	X-ray: \$10 per encounter; Lab tests: \$10 per encounter	Not Covered	After deductible.
	Imaging (CT/PET scans, MRIs)	\$50 per procedure	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you need drugs to treat your illness or condition	Generic drugs	Plan pharmacy: \$10 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
	Preferred brand drugs	Plan pharmacy: \$30 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
If you have outpatient surgery	Non-preferred brand drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
	Specialty drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
	Facility fee (e.g., ambulatory surgery center)	10% coinsurance per procedure	Not Covered	After deductible.
	Physician/surgeon fees	10% coinsurance per procedure	Not Covered	After deductible.
If you need immediate medical attention	Emergency room services	10% coinsurance per visit	10% coinsurance per visit	After deductible.
	Emergency medical transportation	\$150 per trip	\$150 per trip	After deductible.
	Urgent care	\$10 per visit	\$10 per visit	Deductible waived. Non-Plan providers covered when outside the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance per admission	Not Covered	After deductible.
	Physician/surgeon fee	10% coinsurance per admission	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived
	Mental/Behavioral health inpatient services	10% coinsurance per admission	Not Covered	After deductible.
	Substance use disorder outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived.
	Substance use disorder inpatient services	10% coinsurance per admission	Not Covered	After deductible.
If you are pregnant	Prenatal and postnatal care	Prenatal care: No Charge; Postnatal care: No Charge	Prenatal care: Not covered; Postnatal care: Not covered	Prenatal: Deductible waived. Cost sharing is for routine preventive care only; Postnatal: Deductible waived. Cost sharing is for the first postnatal visit only.
	Delivery and all inpatient services	10% coinsurance per admission	Not Covered	After deductible.



Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	Deductible waived. Up to 2 hours maximum per visit, up to 3 visits maximum per day, up to 100 visits maximum per calendar year.
	Rehabilitation services	Inpatient: 10% coinsurance per admission; Outpatient: \$10 per day	Not Covered	After deductible.
	Habilitation services	\$10 per day	Not Covered	After deductible.
	Skilled nursing care	10% coinsurance per admission	Not Covered	After deductible. Up to 100 days maximum per benefit period.
	Durable medical equipment	20% coinsurance per item	Not Covered	Deductible waived. Must be in accordance with formulary guidelines. Requires prior authorization.
	Hospice service	No Charge	Not Covered	Deductible waived. Limited to diagnoses of a terminal illness with a life expectancy of twelve months or less.
	Eye exam	No Charge	Not Covered	Deductible waived.
	Glasses	Not Covered	Not Covered	_____none_____
	Dental check-up	Not Covered	Not Covered	You may have other dental coverage not described here.
	If your child needs dental or eye care			

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Chiropractic care</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> </ul> | <ul style="list-style-type: none"> <li>• Hearing aids</li> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul> | <ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine foot care unless medically necessary</li> <li>• Weight loss programs</li> </ul> |
|--|--|--|

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

<ul style="list-style-type: none"> <li>• Acupuncture (plan provider referred)</li> <li>• Bariatric surgery</li> </ul>	<ul style="list-style-type: none"> <li>• Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>• Routine eye care (Adult)</li> </ul>
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**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-278-3296. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: Kaiser Permanente at 1-800-278-3296 or online at [www.kp.org/memberservices](http://www.kp.org/memberservices).

If this coverage is subject to ERISA, you may contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), and the California Department of Insurance at 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

If this coverage is not subject to ERISA, you may also contact: California Department of Insurance at or 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

Additionally, this consumer assistance program can help you file your appeal:

Department of Managed Health Care Help Center  
 1-888-466-2219  
[www.healthhelp.ca.gov](http://www.healthhelp.ca.gov)  
[helpline@dmhcc.ca.gov](mailto:helpline@dmhcc.ca.gov)

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

**Does this Coverage Meet the Minimum Value Standard?**

In order for certain types of health coverage (for example, individually purchased insurance or job-based coverage) to qualify as minimum essential coverage, the plan must pay, on average, at least 60 percent of allowed charges for covered services. This is called the "minimum value standard." **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

SPANISH (Español): Para obtener asistencia en Español, llame al 1-800-788-0616 or TTY/TDD 1-800-777-1370

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-278-3296 or TTY/TDD 1-800-777-1370

CHINESE (中文): 如果需要中文的帮助，请拨打这个号码 1-800-757-7585 or TTY/TDD 1-800-777-1370

NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-278-3296 or TTY/TDD 1-800-777-1370

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*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,040
- Patient pays \$1,500

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient Pays:

Deductibles	\$500
Copays	\$200
Coinsurance	\$600
Limits or exclusions	\$200
<b>Total</b>	<b>\$1,500</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,420
- Patient pays \$980

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient Pays:

Deductibles	\$0
Copays	\$700
Coinsurance	\$200
Limits or exclusions	\$80
<b>Total</b>	<b>\$980</b>

# Questions and answers about the Coverage Examples:

## What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

## What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

## Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

## Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

## Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

## Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-278-3296 or 1-800-777-1370 (TTY), or visit us at [www.kp.org](http://www.kp.org). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call 1-800-278-3296 or 1-800-777-1370 (TTY) to request a copy.

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual <b>\$500</b> / Family <b>\$1,500</b> . Out-of-network: Individual <b>\$1,000</b> / Family <b>\$3,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$3,000</b> / Family <b>\$9,000</b> . Out-of-network: Individual <b>\$6,000</b> / Family <b>\$18,000</b> .	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	40% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	\$40 copay per visit	40% coinsurance	None
	Other practitioner office visit	\$40 copay per visit	40% coinsurance	None
	Preventive care / screening / immunization	No charge	40% coinsurance	Age and frequency schedules may apply.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a>	Generic drugs	\$10 copay/prescription (retail), \$20 copay/prescription (mail order)	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	\$20 copay/prescription (retail), \$40 copay/prescription (mail order)	Not covered	
	Non-preferred brand drugs	\$40 copay/prescription (retail), \$80 copay/prescription (mail order)	Not covered	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	Not covered	
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	
If you have outpatient surgery	Physician/surgeon fees	20% coinsurance	40% coinsurance	Aetna Specialty CareRx <sup>SM</sup> - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®. None None None
	Emergency room services	20% coinsurance	20% coinsurance	
	Emergency medical transportation	20% coinsurance	40% coinsurance	
If you need immediate medical attention	Urgent care	\$50 copay per visit	40% coinsurance	Pre-authorization required for out-of-network care. None
	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	
If you have a hospital stay	Physician/surgeon fee	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care. None

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$40 copay per visit	40% coinsurance	None
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	\$40 copay per visit	40% coinsurance	None
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	40% coinsurance	None
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Rehabilitation services	20% coinsurance	40% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice service	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

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## Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

#### Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

#### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cms.gov](http://www.cms.gov).

#### Your Grievance and Appeals Rights:

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

• Additionally, a consumer assistance program can help you file an appeal. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

#### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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## Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

#### Language Access Services:

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776.

如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.

Para obtener asistencia en Español, llame al 1-888-996-8776.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

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# Aetna Choice® POS II

## Coverage Examples

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

#### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,940
- Patient pays: \$1,600

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductibles	\$500
Copays	\$20
Coinsurance	\$930
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,600</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$4,030
- Patient pays: \$1,370

##### Sample care costs:

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductibles	\$500
Copays	\$570
Coinsurance	\$220
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,370</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.

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## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions		Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual <b>\$4,000</b> / Family <b>\$8,000</b> . Out-of-network: Individual <b>\$8,000</b> / Family <b>\$16,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.	
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.	
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$6,350</b> / Family <b>\$12,700</b> . Out-of-network: Individual <b>\$12,500</b> / Family <b>\$25,000</b> .	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.	
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.	
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.	
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.	
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.	
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services.	

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	30% coinsurance	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician. ____ None ____ None Age and frequency schedules may apply.
	Specialist visit	30% coinsurance	50% coinsurance	
	Other practitioner office visit	30% coinsurance	50% coinsurance	
	Preventive care / screening / immunization	No charge	50% coinsurance	
If you have a test	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	____ None
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	____ None

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.





# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you need drugs to treat your illness or condition</b> <b>More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a></b>	Generic drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Non-preferred brand drugs	50% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	50% coinsurance/prescription (retail)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	None
	Physician/surgeon fees	30% coinsurance	50% coinsurance	None
<b>If you need immediate medical attention</b>	Emergency room services	30% coinsurance	30% coinsurance	None
	Emergency medical transportation	30% coinsurance	50% coinsurance	None
	Urgent care	30% coinsurance	50% coinsurance	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	30% coinsurance	50% coinsurance	None
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	30% coinsurance	50% coinsurance	None
	Mental/Behavioral health inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	30% coinsurance	50% coinsurance	None

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).  
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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you are pregnant	Substance use disorder inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Prenatal and postnatal care	No charge	50% coinsurance	None
	Delivery and all inpatient services	30% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
If you need help recovering or have other special health needs	Home health care	30% coinsurance	50% coinsurance	Coverage is limited to 120 visits per year. Pre-authorization required for out-of-network care.
	Rehabilitation services	30% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 days per year. Pre-authorization required for out-of-network care.
	Durable medical equipment	30% coinsurance	50% coinsurance	None
If your child needs dental or eye care	Hospice service	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

## Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

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## Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

#### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

#### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov).

#### Your Grievance and Appeals Rights:

- If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

- Additionally, a consumer assistance program can help you file an appeal. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

#### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

#### Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

#### Language Access Services:

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776. 如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.  
Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776. Para obtener asistencia en Español, llame al 1-888-996-8776.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).  
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**This is not a cost estimator.**



Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

**Having a baby**  
 (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,030
- Patient pays: \$4,510

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$4,000
Copays	\$0
Coinsurance	\$360
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,510</b>

**Managing type 2 diabetes**  
 (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$2,050
- Patient pays: \$3,350

**Sample care costs:**

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,420
Copays	\$0
Coinsurance	\$850
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,350</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.



## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)

PROPOSER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	260.00	\$0.00	\$0.00
Safety & Training Manager	1.00							260.00	\$0.00	\$0.00
Maintenance Manager		1.00	1.00	1.00	1.00	1.00	1.00	260.00	\$0.00	\$0.00
Road Supervisor		8.00	8.00	8.00	8.00	8.00	8.00	2,080.00	\$13.36	\$27,788.80
Mechanic		1.60	1.60	1.60	1.60	1.60	1.60	416.00	\$25.19	\$10,479.04
Utility		1.60	1.60	1.60	1.60	1.60	1.60	416.00	\$10.31	\$4,289.96
Driver #1		10.00	10.00	10.00	10.00	5.59		35.59	\$11.56	\$21,393.86
Driver #2			10.00	10.00	10.00	4.94		34.94	\$11.56	\$21,003.13
Driver #3		10.00	10.00			7.25		27.25	\$11.56	\$16,380.52
Driver #4		5.59	5.59	5.59		5.59		22.36	\$11.56	\$13,441.04
Driver #5					10.00	10.00	10.00	30.00	\$11.56	\$18,033.60
<b>Total Annual Salaries</b>										\$132,808.96
<b>Comments/Notes:</b>										
Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below										
Mechanic(s)	Hourly Wage Rate									
Mechanic(s)	\$25.19									
Mechanic(s)	\$									
Mechanic(s)	\$									
<b>Total Annual Employee Benefits (1+2+3+4)</b>										\$36,731.75
<b>Total Annual Other Costs (5+6+7+8)</b>										\$151,487.69
<b>TOTAL ANNUAL PRICE</b>										\$321,028.40

\* 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 \$9.84 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.

MV Transportation, Inc. \_\_\_\_\_  
Name of Proposer

*[Signature]* \_\_\_\_\_  
Signature

5/16/14 \_\_\_\_\_  
Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
ATHENS AND LENNOX SHUTTLE SERVICES (2014-PA014)**

**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><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 All employees document their actual hours worked on daily time documents. Office staff and maintenance employees document their actual work times on a department time sheet that includes their scheduled work hours. If their actual hours worked differs from their scheduled work hours they must provide an explanation. Drivers document their actual hours worked on a daily trip sheet. Drivers are expected to complete their tasks within the allotted time for pre and post trip vehicle inspections and travel time. If their times exceed the allotted times they are required to provide an explanation for the additional time.</p> <p>1.2 Employees will check in with the dispatch office to report to work.</p> <p>1.3 Employee shifts start when they arrive at the location and clock in at their stated scheduled time.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> 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>2. When an employee reports to work, they check in with dispatch who verifies the following:                      a.) Reported to work on time                      b.) Valid credentials: driver's license and medical card                      c.) Operator is in proper uniform                      Documentation method is sign-in sheet.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b>                      3.1. What records are created to document the beginning and ending times of employee's actual work shifts?                      3.2. What records are maintained by the Proposer of actual time worked?                      3.3. Are the records maintained daily or at another interval (indicate the interval)?                      3.4. Who creates these records (e.g., employee, supervisor, or office staff)?                      3.5. Who checks the records, and what are they checking for?                      3.6. What happens to these records?                      3.7. Are they used as a source document to create Proposer's payroll?                      3.8. <b>ATTACH ACTUAL COPIES OF THESE RECORDS</b>                      (Please blank out any personal information).</p>	<p>3.1 Trip sheet gets input in to Payroll Edit which calculates work hours versus pay hours.                      3.2 Hard copy of the Trip Sheet and Payroll Edit records.                      3.3 Records are maintained daily.                      3.4 Local Division Payroll Clerk                      3.5 Project Manager and Payroll Clerk both check the records to ensure they are complete and accurate.                      3.6 The hard copy records are files at the division for one year and then moved to off-site secure storage.                      3.7 Yes, records are used as a source document to create payroll.</p>





Individual Time Record & TripSheet  
MONDAY THROUGH FRIDAY

Date: \_\_\_\_\_ Run Number: **1**

Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Transit Center	Compton and Wilmington	Adult School	Cenat's El Segundo	Wilmington 130 St.	Rosemead & Wilmington
7:30	7:35	7:40	7:45	7:48	7:51
8:00	8:05	8:10	8:15	8:18	8:21
8:30	8:35	8:40	8:45	8:48	8:51
9:00	9:05	9:10	9:15	9:18	9:21
9:30	9:35	9:40	9:45	9:48	9:51
10:00	10:05	10:10	10:15	10:18	10:21
10:30	10:35	10:40	10:45	10:48	10:51
11:00	11:05	11:10	11:15	11:18	11:21
11:30	11:35	11:40	11:45	11:48	11:51
12:00	12:05	12:10	12:15	12:18	12:21
12:30	12:35	12:40	12:45	12:48	12:51
13:00	13:05	13:10	13:15	13:18	13:21
13:30	13:35	13:40	13:45	13:48	13:51
14:00	14:05	14:10	14:15	14:18	14:21
14:30	14:35	14:40	14:45	14:48	14:51
15:00	15:05	15:10	15:15	15:18	15:21

Scheduled Times			
Start Service	End Service	Arrive Yard	Actual Times
7:30	15:30	16:00	
Miles at Base	Miles at Fuel station	Miles End Route	Miles Return to Base

Employee Signature \_\_\_\_\_

Compton Renaissance Route 1

BLOCK **1** Daily Passenger Total **1** Route 1

Clock In \_\_\_\_\_ Pull Out \_\_\_\_\_  
 \* Reset counter to zero at start of run.  
 \* Count everyone using the correct buttons.  
 \* At end of shift, write your block below.  
 \* If you get a bus exchange, include counts from both buses.  
 Daily Passenger Tally

Cash Regular (8h)	Pass	Transfers Under 7	No Fare Under 7	Wheel-Chairs	Transfers Sold
1st					
2nd					
3rd					
Totals					

Special Notice

By Signing this manifest, I verify that I have been advised of my right to receive meals and rest periods, I have been instructed to take my meal and rest periods and that I received all meals and rest periods for the shift, as required by law. I further understand that if I have any questions about meal and rest periods I can contact: 1877 887-2338.

Employee Signature (Indicates I agree to the following)

\* Variation from scheduled times must include a reason.

Date: \_\_\_\_\_



# Individual Time Record & Tripsheet

Date: \_\_\_\_\_ Radio Number: \_\_\_\_\_ Run Number: **3XF**  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Payroll Times		Service Times & Mileages (Required)	
Clock In	Clock Out	Leave Yard	Arrive Yard
5:12		5:24	6:00
Actual (if different than scheduled)		Actual Times	
Dispositive Details		Message (from Hub not operational)	
Explanation of Variance			

MAX also accepts the EZ Transit Pass and MTA agency transfers  
 MAX does not accept MTA day passes.

AM ROUTE			
CASH	TRF	PASS	XFER RCVD
31.00			
TOTAL		TOTAL	

Special Notice

By Signing this manifest I certify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take rest breaks as required by California law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338.

X Employee signature (indicates I agree to the following)

\* Variations from schedule times must include a reason.

Payroll Times		Service Times & Mileages (Required)	
Scheduled	Actual Times	Leave Yard	Arrive Yard
14:45	14:50	15:40	16:36
Actual (if different than scheduled)		Actual Times	
Dispositive Details		Message (from Hub not operational)	
Explanation of Variance			

MAX also accepts the EZ Transit Pass and MTA agency transfers  
 MAX does not accept MTA day passes.

X Employee signature (indicates I agree to the following)

\* Variations from schedule times must include a reason.

PM ROUTE			
CASH	TRF	PASS	XFER RCVD
31.00			
TOTAL		TOTAL	

Special Notice

By Signing this manifest I certify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take rest breaks as required by California law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338.

X Employee signature (indicates I agree to the following)

\* Variations from schedule times must include a reason.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and 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>N/A. MV uses only the trip sheet and Payroll Edit for payroll.</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Fixed Route meal breaks are built into the run cut and the break is scheduled on the operators trip sheet. Breaks are taken at the operator discretion. Operators radio dispatch to advise of break.</p> <p>5.2 Proposer does not maintain documentation for rest breaks. Meal breaks are recorded on the daily trip sheet.</p> <p>5.3 Project Manager and Payroll Clerk prepare, review and approve the documentation.</p>

**RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.**

**QUESTION**

**6. HOW PAYROLL IS PREPARED**

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

**6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**

- 6.1 Location sends the payroll file containing all employees' daily time to corporate support center. Corporate processes the file and send back a register for review of hours, rates, deduction and GL coding. Corrections are sent if needed, and payroll is approved for payment.
- 6.2 Employees are paid with direct deposit as well as live checks. If employee is missing time on a check, manual checks are requested from corporate support center.
- 6.3 All hours are paid on the same check unless requested by the employee.
- 6.4 Hours, rates, medical deductions, garnishments, taxes, year to date earnings, year to date deductions, and union dues (if applicable).
- 6.5 Please see attached Payroll Submission Timeline, live check and direct deposit.

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 04/24/2010  
 PERIOD END DATE 05/07/2010  
 EMPLOYEE SSN [REDACTED]

CHECK NUMBER 03597420  
 EMPLOYEE NUMBER 000606326

Smith, Aisha  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 00 State Status S Exemptions 00

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	76.77	16.830	1292.04	2217.69
Overtime	9.09	25.245	229.46	495.29
Reg Trng				134.64
Reg Mtg				16.83
TOTALS			1621.50	2864.46
TAXABLE GROSS			1369.77	2712.72

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	15.07	29.84
CA WH	45.05	88.26
Fed WH	162.15	320.28
Medicare	19.86	39.33
OASDI-EE	84.93	168.19
Dental	14.32	14.32
Medical	134.94	134.94
Vision	2.47	2.47
UD	38.00	76.00
DEDUC. TOTALS	616.79	873.83
NET PAY	1004.71	1990.82

HOURS TYPE	BALANCE

*live check*

Monthly Safety Message:  
 Safety is everyone's job!

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. A VOID PANTOGRAPH AND MICROPRINTING

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-247531210(8)

Check No. 03597420

Date 5/14/2010

PAY *One Thousand Four Hundred 71/100*

*Copy Only*

\$ 1,004.71  
 Void After 90 Days

Proc. Level 0008 Dept. Code 10008

TO THE ORDER OF

Aisha Smith

[REDACTED]

**VOID**

[REDACTED]

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 12/19/2009  
 PERIOD END DATE 01/01/2010  
 EMPLOYEE SSN [REDACTED]

ADVICE NUMBER 00364335  
 EMPLOYEE NUMBER 000618366

Smith, Demetrius G.  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 05 State Status S Exemptions 05

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	59.90	14.200	850.58	850.58
Holiday	16.00	14.200	227.20	227.20
Overtime	2.01	21.300	42.83	42.83
Reg Mtg	1.00	14.200	14.20	14.20
<b>TOTALS</b>			<b>1134.81</b>	<b>1134.81</b>
<b>TAXABLE GROSS</b>			<b>1134.81</b>	<b>1134.81</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	12.48	12.48
CA WH	8.63	8.63
Fed WH	21.62	21.62
Medicare	16.45	16.45
OASDI-EE	70.36	70.36
Adm Fee	4.50	4.50
Garn	208.15	208.15
UD	29.00	29.00
<b>DEDUC. TOTALS</b>	<b>371.19</b>	<b>371.19</b>
<b>NET PAY</b>	<b>763.62</b>	<b>763.62</b>

DIRECT DEPOSIT ACCOUNT	ACCOUNT NUMBER	AMOUNT
-chec	[REDACTED]	\$713.62
-savi	[REDACTED]	\$50.00

HOURS TYPE	BALANCE

**Direct Deposit**

Monthly Safety Message:  
 Safety is everyone's job!

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, A VOID PANTOGRAPH AND MICROPRINTING

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-24/09/1210(8)

Advice No. 00364335

Date 1/8/2010

PAY 1010 1010 1010 1010 1010 1010 1010 1010

\$ 763.62  
 Void After 90 Days

Proc. Level 0008 Dept. Code 10008

DIRECT DEPOSIT ADVICE

TO THE  
 ORDER  
 OF

Demetrius G. Smith

**NON-NEGOTIABLE**

## Payroll Submission Timeline

Item #	Action/Description	Date	Time
1	PCN's due to HR	Thursday prior to payroll submission	10:00am PST
2	Division should print Employee Reports, Review for accuracy of rates, job codes, and employee count. Final rate corrections to Human Resources (HR)	Friday prior to payroll submission	11:00am PST
3	Payroll due (CSV files, empty time sheets, and payroll reports, etc.) <i>should be emailed</i>	Monday	10:00am PST
4	PR 140A Pre-check Register	Monday	2:00pm PST
5	PR 140A Pre-check Register sign-off of all employees, divisions, etc.	Wednesday	2:00pm PST
6	Checks & direct deposit stubs printed at FSC and files for printing and e-pay divisions.	Wednesday	3:00pm PST
7	Direct Deposit files are sent to the bank and any checks printed at the FSC are overnighted.	Wednesday	5:00pm PST
8	Checks delivered by FedEx or California Overnight and or files available in divisions' print queue.	Thursday	12:00pm PST
9	Final Check Registers Available in Manager Portal	Thursday	12:00pm PST

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A</p> <p>MV uses and automated payroll system.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 MV performs this task internally and does not engage the services of a third party. Please see payroll submission timeline on the previous page.</p> <p>8.2 Hours will have job codes attached to distinguish the rate.</p> <p>8.3 The calculation is embedded in the software.</p>



**RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.**

**QUESTION**

**9. TRAVEL TIME**

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
  - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
  - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.


- 9.1 Travel time during an employee's shift is paid at the employee's regular rate under the contract.
- 9.2 While the employee works under the County Living Wage Program or another, their job code will populate with the correct rate. Travel time as well as time spent at the second location will be paid at the employee's regular rate of pay.
- 9.3 If both locations are under the County Living Wage Program, both wages will be paid differently than the employee's regular rate of pay. All rates will populate automatically by job code.

**10. OVERTIME**

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

- 10.1 Overtime is calculated at time and a half, the rate is automatically populated according to rules embedded in the software.
- 10.2 If an employee is paid two or more rates during a work week, the overtime rate is the time and a half of the weighted average. The weighted average is determined by dividing the total earnings for the work week by the total hours worked during the work week.

DATED: March 28, 2014

PROPOSER'S SIGNATURE:   
 W.C. Pihl, Executive Vice President



## 15. Subcontractors' Forms List

MV will not use subcontractors in the performance of this work.





## 16. Living Wage Ordinance – Application for Exemption

MV has received exemption from the Living Wage Program from the County for its operators who are covered under a collective bargaining agreement. MV will comply with the Living Wage Ordinance for all other employees.





## 17. Additional Information

### a. Client Testimonials

Please refer to the following letters from satisfied clients.

### b. Progress Payments

Please note that in addition to the price quoted, MV also offers progress payments, an additional cost savings method that eliminates the interest expense incurred by MV through its credit line. Under this payment structure, MV bills the County for 45% of the total estimated monthly billing, on the 1<sup>st</sup> and 16<sup>th</sup> of each month (payment due on the 16<sup>th</sup> and the 1<sup>st</sup> of each following month, respectively). This payment method offers an annual discount of 0.25%.

After month end, MV will produce a final invoice for the month as required by the contract, crediting the County with the progress payments made. The County will then pay the balance due within the terms contained in the proposed contract.

Payments are made in arrears, after service is provided and is consistent with FTA requirements which prohibit advance payments.

# **Satisfied Client Letters**



711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
marintransit.org

January 17, 2014

City of Fairfield  
Attn: Wayne Lewis, Project Manager  
2000 Cadenasso Drive  
Fairfield, CA 94533

RE: Fairfield and Suisun Transit RFP 2013-14

**board of directors**

barbara heller  
president  
city of san rafael

judy arnold  
vice president  
supervisor district 5

kathrin sears  
2nd vice president  
supervisor district 3

susan l. adams  
director  
supervisor district 1

madeline kelner  
director  
city of novato

steve kinsey  
director  
supervisor district 4

katie rice  
director  
supervisor district 2

Dear Mr. Lewis:

I write to share my experience working with MV Transportation here at Marin Transit. MV was originally awarded a contract to provide rural service for Marin Transit in 2006. In 2011, after a competitive procurement, MV was awarded a new and expanded contract to provide rural and seasonal service for Marin Transit. The seasonal service is a summer weekend shuttle service that takes passengers from a Park and Ride in Mill Valley to the Muir Woods National Park visitor center. In 2013 Marin Transit further expanded the service provided by MV Transportation to include supplemental school service on six routes. Additionally, in 2013 MV was awarded a separate contract with Marin Transit to manage our Catch-A-Ride program, a subsidized taxi service for seniors.

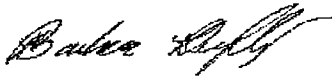
If I could sum up in one word our experience with MV it would be accommodating. Over the last five years Marin Transit has been in a period of expansion: both increasing service levels and adding new services. MV has been a true partner in picking up new services and delivering them efficiently, safely, and in true collaboration with Marin Transit staff. Our Muir Woods Shuttle service is a partnership with the National Park Service, and Park Service staff has been unfailingly complimentary regarding the flexibility and high level of professionalism exhibited by MV staff in providing this service. A recent example of the MV's ability to handle unusual situations effectively occurred during this past holiday season. This year Marin Transit and the National Parks piloted a new Muir Woods Shuttle service to accommodate visitors over the Christmas holidays. On New Year's Eve, while the service was in full swing, a King Tide came in and blocked the entrance to the Park and Ride where customers were directed to catch the shuttle. This meant that drivers were arriving at the Park and Ride with visitors on their buses and the buses could not

enter the Park and Ride to return the visitors to their cars. MV drivers and Supervisors remained calm, kept the passengers calm, and managed to secure alternate routes and stops real time during the period of the tide. This is just one example of the resourcefulness of the MV staff on this property.

Based on our experience with MV I would highly recommend them as a transportation provider for your agency.

Sincerely,

Barbara Duffy  
Director of Operations and Planning  
Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Duffy".

Barbara Duffy  
Director Operations and Planning



Livermore Amador Valley Transit Authority

January 16, 2014

To Whom It May Concern:

This letter of recommendation is for MV Transportation who operates and maintains fixed route bus services for the Livermore Amador Valley Transit Authority (LAVTA). MV has been LAVTA's contracted operator since 2002.

MV's on-site management team continues to be of very high quality. They work long hours to ensure our services are delivered daily in a cost-effective manner. This is very much appreciated as LAVTA still struggles to overcome the financial challenges we face in the transit industry.

Noteworthy in this past year has been the improvement in safety and the reduction in preventable accidents we have experienced. LAVTA suffered a bad year in 2012, and a concerted effort was launched by MV in 2013 to improve. As a consequence, our incidents decreased greatly, and liability and property damage claims were similarly reduced.

In short, MV continues to deliver a quality service to LAVTA and continues to be an excellent partner in the delivery of transit services to the Tri-Valley community.

A handwritten signature in black ink, appearing to read "Paul Matsuoka".

Paul Matsuoka  
Executive Director  
LAVTA



December 26, 2013

Mr. John Siragusa, President  
MV Transportation Inc  
4620 Westamerica Drive  
Farifield, CA 94534

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003, it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and demand response bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

The level of dedication, professionalism, and leadership displayed by the General Manager, Dave Nave, the Maintenance Manager, Skyler Summers, the Operations Supervisor, Gabriel Tabarez, and the Dispatch Supervisor, Carolyn Irvine is inspiring. Additionally, I would like to acknowledge the entire Hanford Division team for their first-class customer service.

The greatest system improvement accomplishment during 2013 for the Hanford Division was our bus stop amenities project. This project required valuable input from MV's management, dispatch, and drivers. This first phase of this project (bus stop sign installation) has been completed successfully and the next phase (Shelter Installation) is scheduled to begin in February 2014. Although this seems like a small project, it took multiple years to get approved through various local committees. MV Staff actively participated in all meetings providing information and support for this project.

I continue to be impressed with the day-to-day operations of the system. Although a team effort, I would like to acknowledge the professionalism, and dedication exhibited by the Dispatch Supervisor Carolyn Irvine. No matter what is happening she remains calm, quickly addresses issues, and effectively communicates with clients and the entire Hanford Division team.

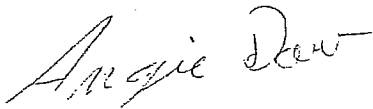
  
Kings County Area Public Transit Agency

Kings Area Rural Transit (KART)  
629 Davis Street - Hanford, California 93230  
OFFICE (559) 852-2692  
FAX (559) 584-2527  
[www.mykartbus.com](http://www.mykartbus.com)

Lastly, as I reflect on 2013, I look at all of the resources that were used to operate and improve our system. One of those resources is **knowledge**. MV's Hanford Division Team is at the top of my resource list for transit related knowledge. The Hanford Division Team provides valuable knowledge on every aspect of operations, system adjustments, system improvements, and regulations that govern transit systems.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable, I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in cursive script that reads "Angie Dow".

Angie Dow  
Executive Director



34009 ALVARADO-NILES ROAD  
UNION CITY, CALIFORNIA 94587

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December 19, 2013

David Smith  
Vice President - Operations  
MV Transportation  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Smith:

The City of Union City appreciates its continuing partnership with MV Transportation to provide valuable transit and paratransit service to the residents of Union City. In the past year, MV has passed the City's third-party maintenance inspections as well as that of the California Highway Patrol. It has also successfully implemented the necessary driver training and operational changes related to our most recent service changes in October. I would like to thank Mr. David Brophy and the rest of the MV Transportation team for their dedication to Union City Transit and Paratransit and wish them continued success in 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Mintze Cheng".

Mintze Cheng  
Public Works Director

cc: Wilson Lee, Transit Manager

December 18, 2013

John Siragusa  
President, MV Transportation  
5910 N. Central Expressway, Ste. 1145  
Dallas, TX 75206

**RE: Commendation of County Express Team and General Manager Tony Mercado**

Dear Mr. Siragusa: *John*

I am pleased to provide this commendation letter for Tony Mercado of MV Transportation and the entire County Express operations team. I have worked with Tony and his team for the last 7 years. During this time, I have come to appreciate all the hard work your local team has done, the knowledge Mary Leon brings to the team, and the leadership of Tony Mercado.

MV has a proven track record when it comes to the safety of passengers, drivers, and vehicles. MV drivers are courteous to passengers and go the extra mile to make each trip safe and on-time.

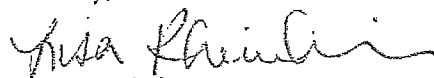
Your local team effectively communicates with my transit staff when issues arise and helps to resolve issues promptly. This open communication is critical to maintaining high quality transit service to riders in San Benito County.

Tony also sits as the Chair of our Social Services Transportation Advisory Council where he provides valuable operational information to Council members.

Through the leadership of MV Transportation, I hope County Express will continue to improve and ridership will increase. We will be implementing new dispatch software technology which will improve the efficiency of our operations.

I look forward to another successful year working with you and your MV Transportation team. If you have any questions, please feel free to contact me at (831) 637- 7665.

Sincerely,



Lisa Rheinheimer  
Executive Director



ADVISORY BOARD OFFICERS  
Ronald Bergstrom, CHAIRMAN  
Robert C. Lawton, Jr., VICE CHAIRMAN  
George H. Dunham, CLERK  
Thomas S. Cahir, ADMINISTRATOR

## CAPE COD REGIONAL TRANSIT AUTHORITY

BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH

December 11, 2013

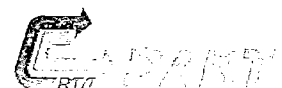
To Whom It May Concern:

The CCRTA has recently completed our second year with MV as our operator. I continue to be impressed with the professionalism exhibited throughout the entire company. Our General Manager John Kennedy and Assistant General Manager Fred Valdivia are very attentive to detail and have worked tirelessly toward improving all aspects of our transportation service. We have seen marked improvement in our on-time performance, significant safety improvements and a host of other measures that have clearly improved operations at the CCRTA. In addition, Adem Adem has been extremely responsive and very accessible as well.

We are quite proud of our performance here on Cape Cod and enjoy strong support from our Advisory Board and all 15 Cape communities. MV has been a tremendous partner in achieving many of our lofty objectives. I could not be happier with the overall MV performance and look forward to continuing our partnership going forward.

Sincerely,

Thomas S. Cahir  
Administrator



**CHIEF FINANCIAL OFFICER**

[cmia@elkocountynv.net](mailto:cmia@elkocountynv.net)

**DEPUTY COMPTROLLER**

Jebbie Armuth  
[jarmuth@elkocountynv.net](mailto:jarmuth@elkocountynv.net)

**TRANSIT COORDINATOR**

Abigail Wheeler  
[awheeler@elkocountynv.net](mailto:awheeler@elkocountynv.net)



ADMINISTRATION/  
FISCAL AFFAIRS & TRANSIT  
571 Idaho Street, Room 105  
ELKO, NEVADA 89801  
Telephone (775) 748-0359  
Fax (775) 753-8535

12/9/13

To Whom It May Concern:

This letter is in regard to the MV Transportation, Inc.'s performance as a transit contractor in the operations of GET My Ride, on behalf of Elko County Transit Department.

Elko County operates a small demand response transit service in the City of Elko and in the surrounding area. This service is primarily for the transportation of seniors and people with disabilities, but serves the general public as well. We went out for RFP in May of 2013 and we were looking for a few main things from the contractor: 1) To operate the program in the most beneficial way to maximize efficiency to the community; 2) To be compliant with FTA regulations to the extent possible; and 3) To have timely and accurate reporting.

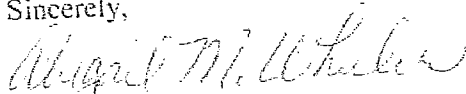
I was pleasantly surprised when a company the size and with the experience of MV Transportation, Inc. sent in a proposal. One of the things that impressed me the most with MV Transportation, Inc. is the standardized policy and procedures. For example, they have a standard FTA compliant Drug and Alcohol Policy and Maintenance program. But, they have other safety and operational policy and procedures that are flexible to this business unit. They also comply with the local ridership policy in relation to their own standard policies.

Mark Elias, the Vice President of Operations - Northwest, has traveled out here several times to assist in the startup and is available at any time by email or phone. Goran Petrovic, the General Manager has traveled out here many times to coordinate the startup, to set up vendors for the service, such as maintenance vendors. He has brought with him members of the maintenance staff from another location to ready the vehicles for startup and to train the vendors to perform proper maintenance on the vehicles. They also brought in a fantastic trainer from the Spokane location to ready the drivers for the startup to this company from the previous contractor.

Part of the RFP was to have an onsite manager. MV Transportation, Inc. hired a lead dispatcher with seven years of experience from the Ogden location and moved her to Elko to be the Operations Manager. She has brought consistency to our service, along with improved customer service. She understands the FTA regulations, trains her staff to the same knowledge and she provides accurate and timely reporting. She has also done a remarkable job in improving the scheduling, which has caused an increase of ridership and revenue.

I can honestly say; this has been the best change for the transit service in this area.

Sincerely,

  
Abigail Wheeler



602 Main Street, Suite 1100  
Cincinnati, Ohio 45202-2549

Lisa Aulick, Director  
513-632-7589  
laulick@go-metro.com

December 6, 2013

Chad Hockman  
Regional Vice President  
MV Transportation  
5910 N. Central Expressway  
Dallas, Texas 75206

It gives me great pleasure to write this letter of recommendation on behalf of MV Transportation. SORTA has had the great fortune of working with MV Transportation for many years to meet the transit needs of our community.

We continue to be delighted with the services provided by General Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency while driving OTP and productivity upward. He is very responsive to our requests and is flexible in meeting the ever-changing demands of our customer's needs and organizational changes.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction, courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides.

Under the leadership of the local team (Mike Roth, General Manager, Brandon Fox, Operations Manager, John Jester, Maintenance Manager and the newest member of the team Zachary Huffman, Safety & Training Manager) the organization works well together to reduce safety incidents and to increase on time performance and productivity. Year to date, Access's OTP 95%, and productivity is 2.297.

As you know, over the past year we have been faced with some challenges. For example, more than half of our fleet was scheduled for replacement with newer vehicles. However, there was a delay and the new vehicles were not ready for service. In addition, we are experiencing an increase in ridership due to Hamilton County Developmental Disability Services eliminating transportation funding for their clients. As our ridership increased and our buses began to fail, we were concerned that service would be negatively impacted. The local team and SORTA came together and without fail, service was not impacted. This took time, scheduling and planning to ensure that we had enough vehicles for daily pull out. The MV team remained professional and made sure that customer service was not impacted. This is truly the spirit and dedication of the local team and MV Corporate support.

Finally, I would like to thank you and MV Transportation Corporate for your ongoing support and commitment to SORTA. I am confident that our partnership will continue prosper well into the future.


Sincerely,

Lisa Aulick  
Director, ADA & Accessible Services

Access is a shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.



**Carlos Hernandez**  
Mayor

 **Isis Garcia-Martinez**  
Council President

**Luis Gonzalez**  
Council Vice President



# City of Hialeah

Council Members

**Jose F. Caragol**  
**Vivian Casals-Munoz**  
**Katharine E. Cue-Fuente**  
**Paul B. Hernandez**  
**Lourdes Lozano**

December 03, 2013

MV Contract Transportation  
Ed Overn Regional Vice President

Mr. Ed Overn,

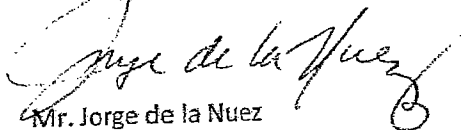
I am writing this letter to share how pleased I am that we have MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

We have seen a decrease in the number of customer calls and complaints. I was also impressed at the level of training I observed being given to the Operators! Your Safety Training Program far surpasses what our previous provider had given to our drivers.

With Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

  
Mr. Jorge de la Nuez





November 5, 2013

Jose Tony Mercado  
Regional Manager  
MV Transportation  
555 Tully Road  
San Jose, CA 95112

RE: Avenidas and MV Transportation

Dear Tony:

This year represents our eleventh year of working together.

Over these years Avenidas and MV Transportation have together served nearly a thousand physically and cognitively impaired older adults without a serious incident. Given the physical and cognitive losses found in our participant population this is a significant accomplishment and reflects the high quality of transportation service that is provided day-in and day-out.

This letter acknowledges our successful relationship and expresses our appreciation for your service, and your responsiveness to the operational issues which normally arise.

Thank you for your continuing good cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Sink".

John F. Sink  
Vice President, Programs



October 15, 2013

Marsha Moore  
MV Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

**Re: Implementation of TimePoint Software Products at Spokane Transit**

Dear Marsha,

I thought I would give you an update on our implementation of the MV Transportation, Inc. Customer Service Enhancement technology products that MV provided to STA as part of our contract with MV. As you are aware, a main factor in Spokane Transit selecting MV as our contractor was the improvement in technology that your team provides as part of the contractual partnership.

We have been working with your technology team since August to prepare our pilots for the Agency Monitor (Agency trip information) and the Mobi App (individual client trip information-*Thebus.mobi*) products, part of your TimePoint Software. Your team's support has been excellent. They have addressed any problems and provided outstanding support in training the agencies we selected for our pilots with multiple training sessions. During the training sessions, feedback from agency personnel was nothing but positive. Members of a dialysis group could see the advantage of knowing when the van was coming and matching that to how well the patient was doing in their process. Our local ADH group was pleased to not only use the information as documentation of those persons they are serving on a daily basis, but also as a guide to group their clients together based on the estimated pick up times and van information, helping speed up our pick up process.

On October 9, 2013 we held our Paratransit User's Group meeting. This group provides feedback to Spokane Transit on our service and gives us reactions to upcoming service changes we are considering. We introduced the Agency Monitor to them at our last quarterly meeting in June. Several members of this group are employees of the pilot agencies for MV's TimePoint products. All who have used the Agency Monitor have been pleased with the product. They all had overwhelming positive feedback regarding the ease of use and they were surprised by how accurate the information was. We also previewed the Mobi App with them. This generated much excitement amongst the Group. We had several volunteers who wanted to pilot this program and each had a different reason. They liked the idea of not having to call in and wait, they liked the idea of seeing their trips for the entire day and they were enthusiastic about the fact that they would know when we were arriving for pick up and an estimate of when they would arrive at their destination.



On this day as well, our Director of Operations presented the Agency Monitor as one of Spokane Transit's Paratransit Customer Service tools for interacting with our customers (in this case Agency personnel) to our Board Committee.

In summary, this letter was sent to advise MV Transportation, Inc. of the progress we have had in implementing the technology enhancements that MV has provided to Spokane Transit. We wanted to give you some feedback as to the excellent reception the products have garnered from our customers and pilot users. And finally, we want to thank you and your team for the positive experience we have had in working with MV's technology team in the implementation. All has added to STA's overall experience of bringing on MV as our Supplemental Service Provider for Paratransit this year. We look forward to continuing this implementation process and bringing on the next product that MV has offered which is a selected use of the IVR system.

Sincerely,

A handwritten signature in cursive script that reads 'Denise Marchioro'.

Denise Marchioro  
Spokane Transit  
Transportation Manager-Paratransit  
1230 West Boone Avenue  
Spokane, WA 99201

cc: John Siragusa, MV Transportation, Inc.  
Mark Elias, MV Transportation, Inc.  
Patty Talbott, Spokane Transit



Western Contra Costa  
Transit Authority

August 19, 2013

Mr. Carter Pate, CEO  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Pate,

As WCCTA enters into the first year of a new contract period with MV Transportation, I am writing to express my sincere appreciation to you, your excellent staff, and to the entire MV organization, for the outstanding service we have received throughout the previous 13 years of our partnership with you. As you know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 13 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

It is gratifying to see how successful Electra has been in establishing a workplace where employees are valued and respected, and where people enjoy coming to work each day. In preparation for a driver appreciation event later this week, we have been preparing commendation certificates for all MV employees who have been working at our location for five years or more. Perhaps nothing better illustrates the effectiveness of Electra's approach than the fact that the vast majority of her employees fall into this category, with many having served the community for over fifteen, twenty or twenty five years (and in the case of the longest tenured driver, more than thirty one years).

The dedication and public service focus of Electra's team has earned WestCAT strong support from the communities we serve, as evidenced by the many positive comments and commendations we have received from our passengers throughout the year. It has also resulted in statewide acknowledgement during the last year, with WestCAT being selected as the California Association for Coordinated Transportation's (CalACT's) "Outstanding Transportation Agency".

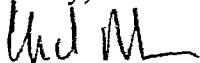
I want to specifically recognize the level of professionalism and dedication Electra's staff has toward passengers on the WestCAT system. Improvements in customer service and safety continue to be the focus of daily operations, which has resulted in an exemplary safety record throughout our contract with MV.

This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and newly assigned Operations Manager Stacey Burks. The management team members have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a strong desire to learn and to develop mastery of the skills needed in their professional work.

In closing, I also want to express my appreciation for the excellent responsiveness and support we have received from Derik Calhoun, in his role as Regional Vice President. While our location runs very effectively under the direction of the local management team, there have been occasions where we have asked for the assistance through MV's corporate office. In all instances, whenever we have made a request, Mr. Calhoun has responded immediately and constructively, and has brought expertise and resources to help us reach the best outcome.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson  
General Manager

# MUNICIPALITY OF ANCHORAGE



Public Transportation Department

907-343-8402

**Mayor Dan Sullivan**

August 6, 2013

City of Colorado Springs  
City Contracting Division  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

Re: RFP R13-072JM - Management and Operation of Paratransit Service

To Whom It May Concern:

I am writing in regard to MV Transportation, Inc.'s performance as paratransit contractor in the operation of AnchorRIDES Coordinated Paratransit System on behalf of the Municipality of Anchorage, Public Transportation Department.

MV has performed well as our provider since July 2007. Overall, we have found the company and its employees to be responsive, reliable, and effective in their duties. They improved the reputation of AnchorRIDES with our customers and in our community by providing professional and safe service.

In coordinated transportation, MV successfully manages and operates multiple modes of paratransit: demand response, deviated fixed route, and shuttle service. MV capably provides various service level requirements transportation for ADA paratransit, OAA Senior transportation, Medicaid Waiver transportation, Title 1 pupil transportation, general public deviated fixed route and a health service shuttle. These multiple funding sources have different eligibility rules, service hours, service areas and faring and MV has been a willing and effective provider for "one-stop transportation service" throughout Anchorage.

Additionally, MV helped us achieve a great 2010 FTA Triennial Review, with exceptional ratings in the area of maintenance. I anticipate the same results in our upcoming 2013 Triennial Review.

I recommend MV to any agency looking for a partner in the operation of their transit systems.

Sincerely,

Susan Shiffer  
AnchorRIDES Contract Administrator  
Municipality of Anchorage | Public Transportation Department  
P 907-343-6331 | F 907-343-4042 | C 907-244-2020



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

July 23, 2013

To whom it may concern:

Almost three years ago, San Joaquin Regional Transit District (RTD) contracted out a portion of its transportation services through a Request for Proposal (RFP) process. MV Transportation became the successful bidder and commenced operating the service in September of 2010. The seven day per week service MV provides includes all of RTD's county operations which consists of operating and maintaining approximately 50 vans, cutaways, diesel-electric hybrid Gillig coaches, and 45-foot MCI coaches with an operating, maintenance, and utility staff of over 75 fulltime employees.

RTD has realized many benefits as a result of this relationship including a cost savings, which allowed RTD to maintain revenue services to the county and community. In addition, RTD's relationship with MV provides the flexibility to subcontract expanded regional, charter, and special projects work to MV – a partnership which continues to flourish.

Further benefits realized through our partnership with MV Transportation include the following:

- MV provides an operating staff with the professionalism in appearance and customer service that RTD requires.
- MV's maintenance staff and program meet or exceed RTD guidelines for vehicle preventive and responsive maintenance.
- MV's local management staff is responsive, professional, skilled in maintenance/operations, and good to work with, including representing RTD's best interest in the community and through public meetings and events.
- MV continues to help grow RTD services by professionally operating and maintaining new services with neighboring cities such as Mountain House, Ripon and Escalon, California.
- MV has been a key logistics partner in our upcoming bus yard consolidation, service adjustments, and potential future programs.

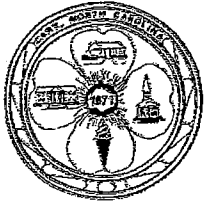
We highly recommend MV Transportation locally as a skilled and strategic partner in our current operations – the local management team and support staff represent the interest of RTD well and are a pleasure to work with. In addition, we highly recommend MV's corporate team as helpful, reliable, and dependable partners in our current growth.

Sincerely,

Norm Tuitavuki  
Director of Operations

Michael Restuccia  
Jon Bauer  
Duane Isetti  
Les J. Fong  
Gary S. Giovanetti  
Donna DeMartino

**BOARD OF DIRECTORS**  
**GENERAL MANAGER/CEO**



PLANNING DEPARTMENT

June 18, 2013

Ed Overn  
Regional Manager  
MV Transportation, Inc.

Dear Ed,

It is with a great deal of satisfaction that I write you today to tell you about the status of MV's management and operations of our Cary Transit since Valerie Courchesne was assigned her role as our General Manager (GM). Well, I can tell you that you were right about Valerie. She is a mover and a shaker when it comes to attacking problems and developing long range strategies to keeping things running smoothly and minimizing problems. She is by far, the best General Manager that has been at Cary Transit since I arrived 10 years ago.

The system is now setting new records on ridership. Customer service has improved and complaints have decreased, particularly on our door to door services. She's taking bold action to deal with tough personnel issues and bringing in better staff. Through Val's efforts, we have also set new all time high records in passenger trips per hour on our door to door services over the past two months.

It is so nice to have a GM who is highly competent, a great communicator, super motivator, and highly respected by Town staff and her own MV staff. I thank you for helping to make this happen and all that you do for our system as well.

Valerie is constantly thinking outside the box on how we can further improve our system. This is something that she doesn't do just every now and then, but every day. We are fortunate to have someone of her caliber and hope to have her at the operations helm here for many years to come.

On behalf of the Town of Cary, thanks for all that MV does to make us the great system that we are today. We have more work to do of course and will need your support as we move forward with additional improvements in the near future.

Cordially,

Ray S. Boylston  
Transit Services Administrator  
Town of Cary

TOWN OF CARY





CITY OF BURBANK  
COMMUNITY DEVELOPMENT DEPARTMENT

150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459

[www.ci.burbank.ca.us](http://www.ci.burbank.ca.us)

April 3, 2013

W. Wayne Fritz  
Region Vice President  
MV Transportation, Inc.  
5415 E. KcKellips Road, Unit 89  
Mesa, AZ 85215

Dear Mr. Fritz,

In June of 2011, MV Transportation was selected through a competitive Request for Proposals process, as the operations and maintenance contractor for Burbank Bus fixed route service. MV Transportation was professional and prepared throughout the subsequent transition period from the previous contractor. The planning and execution by the transition team, allowed for an efficient changeover resulting in uninterrupted operations and retention of a significant number of existing staff.

Throughout their tenure at Burbank, the onsite management team led by MV Transportation General Manager Michael Sherrill, has consistently been responsive to City staff requests for system performance data, National Transit Database (NTD) data and field operation inquiries. Additionally, Mr. Sherrill along with support from operations and maintenance personnel, provide City staff relevant information regarding daily operation performance and vehicle status. MV Transportation continues to keep a fleet of seventeen Compressed Natural Gas (CNG) buses in excellent mechanical and aesthetic condition and has passed all California Highway Patrol (CHP) annual Terminal Inspections during their tenure.

Mr. Sherrill has also been an excellent customer service representative of Burbank Bus. Mr. Sherrill typically responds to customer service matters personally. Mr. Sherrill gathers pertinent information through a variety of methods including contacting customers, discussing customer service approaches with staff and utilizing field observation. Investigations are performed timely, objectively and often with positive results.

In addition to the staff that performs day-to-day Burbank Bus operations, MV Transportation has provided technical, safety and training support through its corporate network. MV Transportation corporate staff has been readily available and responsive to inquiries regarding service delivery options.

During its tenure as the operations and maintenance contractor for Burbank Bus fixed route service, MV Transportation has performed requisite duties well. The onsite team provides quality route performance, vehicle maintenance and customer service. MV Transportation continues to demonstrate through their performance, they are a dedicated partner with Burbank Bus and are committed to delivering reliable service for our passengers.

Sincerely,

Adam Emmer  
Transportation Services Manager



# Ashtabula County Department of Job & Family Services

Patrick J. Arcaro, Executive Director

ACTS  
Toll Free  
Ph: 1-800-445-4140  
Fax: 440-994-2025

Job Source /  
One Stop  
Ph: 440-994-1234  
Fax: 440-992-7826

Social Services /  
Child Care  
Ph: 440-994-2050  
Fax: 440-994-2025

Financial / Medical Asst.  
Services  
Ph: 440-998-1110  
Fax: 440-998-1538

Fraud Hot-Line  
Enforcement  
Ph: 440-998-1110  
Fax: 440-998-1538

Nursing Home  
Services  
Ph: 440-994-2050  
Fax: 440-994-2059

Child Support  
Enforcement  
Ph: 440-998-1110  
Fax: 440-994-2025

March 28, 2013

Kevin Klika  
Chief Operations Office  
MV Transportation Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Mr. Klika:


I am writing in regards to the service MV Transportation Inc. has provided to our County in terms of the operation of the Ashtabula County Transportation System (ACTS).

Denita Fields, General Manager, has been responsive to our needs and our community passengers. She maintains a "hands-on" approach and spends countless hours working to ensure exceptional service to the public.

In addition, we are pleased with the corporate support and follow up given by Chad Hockman, Regional Vice President, when we express concern about something that may need attention.

In closing, our partnership thus far remains positive and I would like to thank MV Transportation, Inc. for the job they have done at all levels of the organization.

Respectfully,



Patrick J. Arcaro  
Executive Director

CC: Board of Ashtabula County Commissioners  
Susan Stoneman, ACTS Project Manager



March 7, 2013

Dear MV Transit:

As Board Chairwoman of GRTC Transit System for over five years, I have had the opportunity to work on many complex issues that relate to public transportation. Under the leadership and direction of Eldridge Coles, developing sound policies, excellent business practices, I believe GRTC Transit System is poised to take another step in the right direction once again.

The executive management team provided by MV Transportation has proven to be invaluable and plays a critical part of GRTC's success. MV Transportation has consistently provided GRTC with beneficial resources in several areas. The off-site staff at MV has always been responsive, accommodating and when needed, visible to the needs of the Board and GRTC.

Eldridge Coles has worked closely with me on many of these complex issues and he has always provided me with viable solutions. He has exceeded my expectations as the Chief Executive Officer. His progressive thinking and caring attitude as a leader has inspired many at GRTC to achieve more.

Eldridge has proven to be extremely trustworthy and continuously demonstrates his belief in total transparency. He possesses a high level of empathy and sensitivity towards his employees and his customers which have tremendously increased the level of morale and public perception of GRTC. Eldridge has always made himself available and constantly remains knowledgeable of any and all issues related to GRTC and the transit industry. He also possesses the ability to successfully interact and communicate with individuals from all walks of life on many levels.

I am extremely confident that Eldridge's leadership skills and his wealth of knowledge of the industry will continue to move GRTC forward in the right direction to meet the transit challenges of the future.

Should you have any questions, please feel free to contact me directly at 804.205.6627.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda G. Broady-Myers". The signature is fluid and cursive, with the first name "Linda" being the most prominent.

Linda G. Broady-Myers



## City of Show Low

February 28, 2013

Mr. Wayne Fritz  
MV Transportation

550 North 9th Place  
Show Low, AZ 85901  
Telephone (928) 532-4000  
Facsimile (928) 532-4009  
info@ci.show-low.az.us  
www.ci.show-low.az.us

Dear Mr. Fritz:

It is with great pleasure that I write this letter of recommendation on behalf of MV Transportation and your general manager Thomas Hakenewerth.

On July 1, 2003 I assumed the administrative responsibility for the public transportation service (Four Seasons Connection) in the City of Show Low and the Town of Pinetop-Lakeside. Despite years of administrative responsibility as the Community Services Director with the City of Show Low, I had no experience whatsoever in dealing with public transportation. Now with nearly ten years under my belt I appreciate the fact that MV Transportation has made this administrative opportunity a very pleasant one.

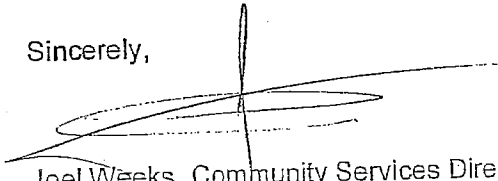
During these ten years, MV Transportation and I have enjoyed a very good relationship and have been very successful in working together on a number of issues. In particular we have worked hard at continuing our comprehensive marketing plan for advertisement on the buses that has proven very successful. We have worked through a number of difficult route related issues to the satisfaction of the majority. In addition, we have successfully started and maintained the White Mountain Connection (commuter route to Holbrook). We are currently working with the White Mountain Apache Tribe in hopes of adding a public transit system that would meet the needs of their people.

MV Transportation has always been willing to do whatever it takes to get the job done and has made my administrative role a very pleasant one. If I have a concern, MV Transportation always listens. If they have a concern, I always listen. We have developed a mutual respect and appreciate the respective abilities that we each possess.

The Four Seasons Connection and the White Mountain Connection, under MV Transportation's direction have become very important parts of the transportation system in the White Mountains. The popularity of these service continues to grow and it meets the needs of many residents who would otherwise be without any means of transportation. MV employs an excellent general manager and he has our respect, the respect of his staff and the public that we collectively serve.

It is obvious that Tom has the support of the leadership at MV Transportation. We look forward to continuing this productive relationship well into the future.

Sincerely,



Joel Weeks, Community Services Director  
City of Show Low



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

February 6, 2013

Mr. Kevin Klika  
MV Transportation, Inc.  
5910 N. Central Expwy.  
Suite 1145  
Dallas, TX 75206

Dear Kevin,

As you are probably aware, my team and I have been reviewing MV Transportation, Inc.'s performance data on a daily basis since October 1, 2012, and I wanted to make you aware of how pleased we are with the progress that you and your team have made since implementation.

In less than 90 days, MV has been able to achieve performance measurements beyond what we were able to accomplish over the past 13 years. This is a tremendous feat, especially considering that we are saving about \$7 million a year in operating costs alone! This equates to DART's subsidy decreasing by approximately \$10 per passenger. You and your team have helped us to realize our goal of providing a higher quality service with less cost.

We realize that our new service model was very aggressive. We also understand that DART hiring many of the previous contractor's Paratransit drivers, along with all of our Scheduling and Dispatching staff, presented quite a challenge for MV. You rose to the occasion and our riders are better off for it.

In a casual conversation that I had recently with DART's Board Chair, John Danish, he indicated that he was pleased at how well things are going with our service. Please send my thanks to your team and keep up the great work!

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Douglas".

Doug Douglas  
Vice President, Mobility Management Services

c: Carol Wise  
John Adler  
Donnie Thompson  
Tammy Haentling

**State of California  
Certificate of Good Standing and  
Statement of Information**

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

MV TRANSPORTATION, INC.

FILE NUMBER: C0905601  
FORMATION DATE: 12/18/1978  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of November 25, 2013.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

RYM



**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**

EV67499

**FILED**

In the office of the Secretary of State  
of the State of California

DEC-18 2013

**1. CORPORATE NAME**

MV TRANSPORTATION, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C0905601

This Space for Filing Use Only

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

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

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

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

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5910 NORTH CENTRAL EXPRESSWAY STE, DALLAS, TX 75206			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
479 MASON ST STE 221, VACAVILLE, CA 95688			

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

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

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
LISA WINSTON	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
BRAD CORNELSEN	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

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

*0. NAME	ADDRESS	CITY	STATE	ZIP CODE
R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

*1. NAME	ADDRESS	CITY	STATE	ZIP CODE

*2. NAME	ADDRESS	CITY	STATE	ZIP CODE

\*3. 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.

\*4. NAME OF AGENT FOR SERVICE OF PROCESS  
CT CORPORATION SYSTEM

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

**Type of Business**

\*6. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PASSENGER TRANSPORTATION SERV

\*7. 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.

12/18/2013	BRAD CORNELSEN	CFO/TREASURER	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE



# CHP Inspection Reports

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION  
 Yes  No  
 TERMINAL TYPE  
 Truck  Bus

CA NUMBER 54849 FILE CODE NUMBER 227210 COUNTY CODE 19  
 CODE B OTHER PROGRAM(S) LOCATION CODE 550 SUBAREA S42  
 TELEPHONE NUMBER (W/ AREA CODE) 562-259-9911

TERMINAL NAME  
MV Transportation Inc.  
 TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723  
 MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
5910 N. Central Expressway Suite 1145 Dallas, Tx. 75209

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

LICENSE, FLEET AND TERMINAL INFORMATION  
 FM LIC. NO N/A RWT REG. NO N/A IAS LIC. NO N/A TRUCKS AND TYPES N/A TRAILERS AND TYPES N/A BUSES BY TYPE I- 39 II-  
 EXP DATE N/A EXP DATE N/A EXP DATE N/A REG CT N/A HW VEH N/A HW CONT N/A DRIVERS 40  
 PPB / CSAT  Yes  No  
 CONSOLIDATED TERMINALS  Yes  No FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FDNS) N/A

EMERGENCY CONTACTS (In Calling Order of Preference)  
 EMERGENCY CONTACT (NAME) Stephan Allen DAY TELEPHONE NO (W/ AREA CODE) NIGHT TELEPHONE NO (W/ AREA CODE)  
 EMERGENCY CONTACT (NAME) Lena Parten DAY TELEPHONE NO (W/ AREA CODE) NIGHT TELEPHONE NO (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ ]  
 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 MORE THAN 10,000,000

OPERATING AUTHORITIES OR PERMITS  
 PUC  T 12064  TCP N/A MOTOR CARRIER OF PROPERTY PERMIT ACTIVE  Yes  No  N/A IAS FITNESS EVALUATION  Yes  No  
 USDOT US DOT NUMBER 1205759 MC N/A MC MX N/A REASON FOR INSPECTION Annual Bus Terminal Inspection

INSPECTION FINDINGS	VIOL	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable																			
		MAINTENANCE PROGRAM				DRIVER RECORDS				REG. EQUIPMENT				HAZARDOUS MATERIALS				TERMINAL			
REQUIREMENTS		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
HAZARDOUS MATERIALS	0	No. 9 Time 8.5				No. 20 Time 6.0				No. 9 Time 8.0				n/a				22.5			
CONTAINERS & TANKS	N/A	REMARKS																			
HAZARDOUS MATERIALS SIT	N/A	13 CCR 1233(a)(1) - Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.																			
HAZARDOUS MATERIALS SIT	N/A	See attached CHP 343-1's and CHP 407F/3434A - Aspen reports.																			
HAZARDOUS MATERIALS SIT	N/A	CA3P1X000047 through CA3PX1X000055																			

INSPECTION DATE(S) 11/5, 6 & 7/13 TIME IN TIME OUT  
 ID NUMBER(S) A08968, A12888 SUSPENSE DATE  Auto  None  
 INSPECTED BY (NAME(S)) Al Perez, C. Cierley / MCS1's

MOTOR CARRIER CERTIFICATION  
 I hereby certify that all violations described hereon and recorded on the attached pages (2 through 11), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.  
 CARRIER REPRESENTATIVE'S SIGNATURE [Signature] DATE 11/7/2013  
 CARRIER REPRESENTATIVE'S PRINTED NAME Martin Camargo TITLE Maintenance Manager DRIVER LICENSE NUMBER STATE CA.  
 DESTROY PREVIOUS EDITIONS

		DATE	THIS IS A CONTINUATION OF
		11/5,6 & 7/13	CHP 343
CARRIER NAME	MV Transportation Inc.		CA NUMBER 54849
ADDRESS	7209 E. Rosecrans Ave. Paramount, Ca. 90723		FC NUMBER 227210

REMARKS

Note: Carrier's Controlled Substance & Alcohol Testing Records are maintain at the carriers principal place of business at:

5910 N. Central Expressway Suite 1145 Dallas, Tx. 752206

13 CCR 1233.5 – Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol

Commercial Records Unit

P.O. Box 942898

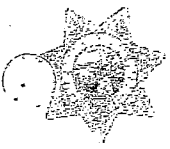
Sacramento, Ca. 94398-0001

Initials: *JMAC*

Date: 11/07/13

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000047  
Inspection Date: 11/05/2013  
Start: 8:10:00 AM PT End: 9:00:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 54849

Phone#: (707)863-8980  
Fax#:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

MilePost:  
Origin: NONE  
Destination: NONE

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

Shipper:  
Bill of Lading:  
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2005	CA	7T80410	# C-19	1N9TDA BG55C084159	32,800			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 434441; File Code Number: 227210; Fuel Type: LPG; Passenger  
Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation

Signature Of Motor Carrier X

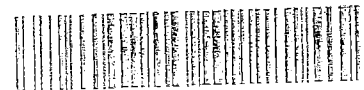
Title: Date:

Report Prepared By:  
A. PEREZ/MCS-1

Badge #:  
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000047

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000048
Inspection Date: 11/05/2013
Start: 9:08:00 AM PT End: 9:33:00 AM PT
Inspection Level: V - Termina.
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

State:
State:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 11967F1, # 1397, 1FDFE4FS1BDB37595, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 39189; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
A PEREZ/MCS

Badge #:
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000048

X

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000049  
Inspection Date: 11/05/2013  
Start: 9:34:00 AM PT End: 10:15:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 227210

Phone#: (707)863-8980  
Fax#:

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

MilePost:  
Origin: NONE  
Destination: NONE

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

Shipper:  
Bill of Lading:  
Cargo:

### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R09720	# 1234	1N9HDABP08C084158	32,800			

### BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

### Site Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 162278; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Camers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE If a citation was issued, you MUST follow the instructions listed on the citation.

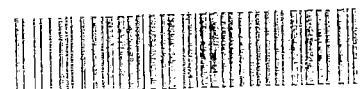
Signature Of Motor Carrier X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Report Prepared By:  
C. Cierley

Badge #:  
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000049

x

CC

x

MAR

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000050
Inspection Date: 11/05/2013
Start: 10:18:00 AM PT End: 10:48:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

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, 7K93629, # C-13, 1FDWE45F23HB85587, 14,000

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 214190; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. CIERLEY

Badge #: A12888

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000051
Inspection Date: 11/05/2013
Start: 10:50:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/IMX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

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

State:
State:

Location: PARAMOUNT
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, ELDO, 2008, CA, 8R10208, # 1230, 1N9HDABP38C084154, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Plate Information:
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 125705; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

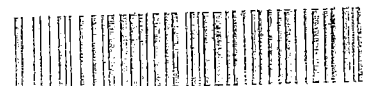
Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
C. CIERLEY

Badge #:
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000051



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000052
Inspection Date: 11/05/2013
Start: 11:34:00 AM PT End: 12:08:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR.
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

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, 1291482, #7104, 1FDFE4FSXADB01824, 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 DISC, DISC

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 41444; File Code Number: 2275759; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

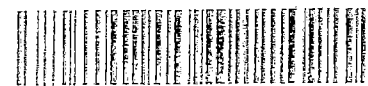
Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. CIERLEY

Badge #: A12688

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000052

X [Signature]

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000053  
Inspection Date: 11/05/2013  
Start: 12:10:00 PM PT End: 12:52:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 227210

Phone#: (707)863-8980  
Fax#:

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

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

MilePost:  
Origin: NONE  
Destination: NONE

Shipper: \_\_\_\_\_  
Bill of Lading:  
Cargo: \_\_\_\_\_

### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2003	CA	1093942	# 21366	1N9TDACG13C084106	32,000			

### BRAKE ADJUSTMENTS

Axle #      1      2  
Right  
Left  
Chamber    C-20    C-30

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No      Cargo Tank: \_\_\_\_\_

### Plate Information:

Beat/Sub Area: S42; Veh #1: Type: 20; Regulated Vehicle: Y; Odometer: 302872; File Code Number: 2275759; Fuel Type: CNG;  
Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CIERLEY

Badge #:  
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000053

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000054
Inspection Date: 11/05/2013
Start: 12:54:00 PM PT End: 1:25:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4166
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
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, 1304477, # 7101, 1FDFE4FS4ADB01804, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1; Type: 20; Regulated Vehicle: Y; Odometer: 33586; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
C. CIERLEY

Badge #:
A12888

Copy Received By:

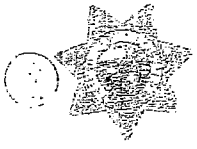
Page 1 of 1



01205759 CA CA3P1X000054

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000055  
Inspection Date: 11/05/2013  
Start: 1:35:00 PM PT End: 2:15:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648465 Fax#:  
State#: 54849  
Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

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

MilePost: \_\_\_\_\_  
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	DOS Sticker
1	BU	ELDO	2008	CA	1258476	# 312	1GBE4V1G87F417087	16,500			

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 132420; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

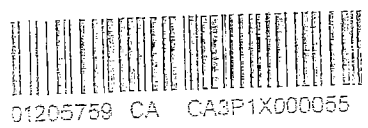
Signature Of Motor Carrier X \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

Report Prepared By:  
A. PEREZ / MCS  
*[Signature]*

Badge #:  
A08368

Copy Received By:  
*[Signature]*

Page 1 of 1



01205759 CA CA3P1X000055

**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus		CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

TERMINAL NAME: **MV Transportation Inc.** TELEPHONE NUMBER (W/ AREA CODE): **562-259-9911**

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): **7209 E. Rosecrans Ave. Paramount, Ca. 90723**

MAILING ADDRESS (NUMBER, STREET, CITY STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE): **5910 N. Central Expressway Suite 1145**  
INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): **7209 E. Rosecrans Ave. Paramount, Ca. 90723**

LICENSE, FLEET AND TERMINAL INFORMATION							
HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 57 II-	DRIVERS 62	BIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB / CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONSOLIDATED TERMINALS:  Yes  No  
FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCS): **N/A**

EMERGENCY CONTACTS (In Calling Order of Preference)		
EMERGENCY CONTACT (NAME) <b>Stephen Allen</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>[REDACTED]</b>	NIGHT TELEPHONE NO. (W/ AREA CODE) <b>[REDACTED]</b>
EMERGENCY CONTACT (NAME) <b>Lina Parten</b>	DAY TELEPHONE NO. (W/ AREA CODE) <b>[REDACTED]</b>	NIGHT TELEPHONE NO. (W/ AREA CODE) <b>[REDACTED]</b>

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ **2011** ]

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

OPERATING AUTHORITIES OR PERMITS			
PUC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> TCP <input checked="" type="checkbox"/> PSC <input type="checkbox"/> N/A	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
USDOT N/A	<input type="checkbox"/> MC <input checked="" type="checkbox"/> MX <input type="checkbox"/> N/A	REASON FOR INSPECTION <b>ANNUAL BUS TERMINAL INSPECTION</b>	

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable								
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL
MAINTENANCE PROGRAM	0	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S				
DRIVER RECORDS	0	No. 7 Time 4.0	No. 16 Time 3.0	No. 14 Time 10	TIME n/a	TOTAL TIME 17.0				
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. n/a Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles n/a Units				
BRAKES	0	REMARKS 13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.								
AMPS & SIGNALS	1	See attached CHP 343-1's and CHP 407F/343A - Aspen Reports CA3BFM000726 Through CA3BFM000739								
CONNECTING DEVICES	N/A	Note: Due to consecutive Satisfactory ratings a representative sample of 50% maintenance records were inspected.								
STEERING & SUSPENSION	0									
TIRES & WHEELS	0									
EQUIPMENT REQUIREMENTS	2									
CONTAINERS & TANKS	N/A									
HAZARDOUS MATERIALS	N/A									

IT <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. \$ 5	INSPECTION DATE(S) 11/ 13 & 14/12	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) <b>A. Perez / M. DeValle</b>				ID NUMBER(S) A08968, A13848	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 <u>16</u> ), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.			
CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 		DATE 11/14/2012
CARRIER REPRESENTATIVE'S PRINTED NAME <b>Lina Parten</b>	TITLE Safety Manager		DRIVER LICENSE NUMBER / STATE [REDACTED] / Ca.

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**CONTINUATION**  
CHP 343-1 (REV 10-97) OPI 062

DATE	THIS IS A CONTINUATION OF
11/ 13 & 14/12	CHP 343
CARRIER NAME	CA NUMBER
MV Transportation Inc.	54849
ADDRESS	FC NUMBER
7209 E. Rosecrans Ave. Paramount, Ca. 90723	227210

REMARKS

13CCR 1233.5 - Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

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

Initials: LP  
Date: 11/14/12

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000726
Inspection Date: 11/13/2012
Start: 8:05:00 AM PT End: 8:45:23 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2005, CA, 1213757, #17, 1N9TDABG15C084157, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 32800; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:



X [Signature]

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000727  
**Inspection Date:** 11/13/2012  
**Start:** 8:47:42 AM PT **End:** 9:25:38 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2005	CA	7T80407	# 19	1N9TDBG85C084159	32,800			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
**Right**  
**Left**  
**Chamber**    C-20    C-30

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
392.2	1268(f)(4) CCR		N		N	N	Emergency door sign required

**Mat:** No HM Transported.

**Placard:** No    **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 399616; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;  
 Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

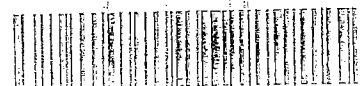
Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000727

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# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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: CA3BFM000728**  
**Inspection Date: 11/13/2012**  
**Start: 9:32:31 AM PT End: 10:13:10 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**MV TRANSPORTATION INC.**  
**7209 E. ROSECRANS AVE.**  
**PARAMOUNT, CA 90723**

**USDOT#:**  
**MC/MX#:**  
**State#: 54849**

**Phone#: (562)259-9911**  
**Fax#:**

**Location: PARAMOUNT, CA**  
**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**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R10208	# 1230	1N9HDABP38C084154	32,800			

**BRAKE ADJUSTMENTS:** No Brake Measurements Recorded.

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 101284; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;  
 Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000728

X

X

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000729  
**Inspection Date:** 11/13/2012  
**Start:** 10:13:41 AM PT **End:** 10:47:35 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**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	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R25158	# 1235	1N9HDABP78C084190	32,800			

**BRAKE ADJUSTMENTS**

**Axle #**      1      2  
**Right**  
**Left**  
**Chamber**    C-20    C-30

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No      **Cargo Tank:**

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Plate Information:**

**Odometer:** 135119; **File Code Number:** 227210; **Fuel Type:** LPG; **WC Passenger Capacity:** 2; **Passenger Capacity:** 31; **Bus Type:** 2;  
**Beat/Sub Area:** S42; **Veh #1 Type:** 20; **Regulated Vehicle:** Y;

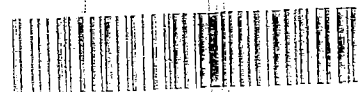
This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. **NOTE:** If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

**Badge #:**  
 A8968

**Copy Received By:**



CA CA3BFM000729

X \_\_\_\_\_ x *MBC*

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000730
Inspection Date: 11/13/2012
Start: 10:48:20 AM PT End: 11:27:09 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, EAGC, 2002, CA, 1096894, # 531, 1N9TDAC872C084165, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 274234; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M. DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000730

X [Signature] X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000731  
**Inspection Date:** 11/13/2012  
**Start:** 11:27:43 AM PT **End:** 12:17:00 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2002	CA	1035367	# 529	1N9TDAC842C084169	30,020			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
**Right**  
**Left**  
**Chamber**    C-20    C-30

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verif	Crash	Violations Discovered
393.9	24252(a) VC	1	N		N	N	Required lamp(s) inoperative: Right side upper clearance lamp inop

**Placard:** No    **Cargo Tank:**

**Mat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 293630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000731

X MD \_\_\_\_\_ X MAC \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000732  
Inspection Date: 11/13/2012  
Start: 12:25:00 PM PT End: 1:18:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV TRANSPORTATION INC 7209 E. ROSECRANS AVE PARAMOUNT, CA 90723 USDOT#: Phone#: (562)259-9911 MC/MX#: Fax#: State#: 54849 Location: PARAMOUNT, CA 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	ELDO	2002	CA	1035366	# 528	1N9TDAC822C084168	30,020			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1	1232(a)	CCR/004	N		N	N	Vehicle maintenance (general): 1 of 4 fuel tank securement straps bolt loose.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 302233; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation!

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ / M. DELVALLE

Badge #:  
A8968

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Page 1 of 1



CA CA3BFM000732

X M/D

x M/D

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000733  
Inspection Date: 11/13/2012  
Start: 1:22:00 PM PT End: 1:52:24 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV TRANSPORTATION INC  
7209 E. ROSECRANS AVE  
PARAMOUNT, CA 90723  
USDOT#: \_\_\_\_\_  
MC/MX#: \_\_\_\_\_  
State#: 54849  
Location: PARAMOUNT, CA  
Highway: \_\_\_\_\_  
County: LOS ANGELES, CA

Phone#: (562)259-9911  
Fax#: \_\_\_\_\_

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	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2011	CA	11967F1	# 1397	1FDFE4FS1BDB37595	14,500			

## BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

Placard: No Cargo Tank:

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

## Vehicle Information:

Odometer: 17146; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ / M. DELVALLE

Badge #:  
A8968

Copy Received By:  
x *MAC*

Page 1 of 1



CA CA3BFM000733

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000734
Inspection Date: 11/13/2012
Start: 1:57:55 PM PT End: 2:25:23 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, CHEV, 2005, CA, 1208742, # 7011, 1GBG5VIE15F512124, 2,200

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 73697; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000734

X [Signature]

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000735  
**Inspection Date:** 11/13/2012  
**Start:** 2:27:13 PM PT **End:** 2:46:03 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**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	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2007	CA	8L36923	# 1183	1GBE5V1G07F411748	19,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No **Cargo Tank:**

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Plate Information:**

**Odometer:** 181213; **File Code Number:** 227210; **Fuel Type:** G; **WC Passenger Capacity:** 2; **Passenger Capacity:** 24; **Bus Type:** 1; **Beat/Sub Area:** S42; **Veh #1 Type:** 20; **Regulated Vehicle:** Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. **NOTE:** If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:



CA CA3BFM000735

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X



# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000736  
**Inspection Date:** 11/13/2012  
**Start:** 2:45:00 PM PT **End:** 3:02:16 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** Phone#: (562)259-9911  
**MC/MX#:** Fax#:  
**State#:** 54845

**Location:** PARAMOUNT, CA  
**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**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2007	CA	1258476	# L-312	1GBE4V1G87F417087	16,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No

**Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 100824; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



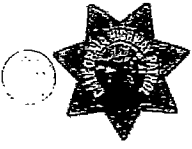
CA CA3BFM000736

X MAD

X MPC

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000737
Inspection Date: 11/13/2012
Start: 3:02:47 PM PT End: 3:30:02 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#:
MC/MX#:
State#: 54849

Phone#: (562)259-9911
Fax#:

Location: PARAMOUNT, CA
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, 1304477, # 7101, 1FDFF4FS4ADB01804, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

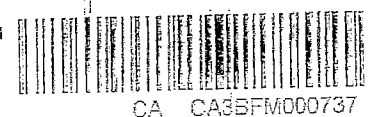
Odometer: 230011; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation. Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ / M. DELVALLE

Badge #: A8968

Copy Received By: X MAC



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000738
Inspection Date: 11/14/2012
Start: 8:00:59 AM PT End: 8:54:07 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, 1304476, # 7103, 1DFDE4FS6ADB01819, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 29811; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ / MDELVALLE

Badge #: A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000738

x [Signature]

x [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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: CA3BFM000739**  
**Inspection Date: 11/14/2012**  
**Start: 8:54:38 AM PT End: 9:36:54 AM PT**  
**Inspection Level: V - Terminal**  
**HM Inspection Type: None**

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	2008	CA	8Z58623	# 7014	1ED4E45S38DA29982	14,500			

### BRAKE ADJUSTMENTS

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Placard:** No **Cargo Tank:**

### Vehicle Information:

Odometer: 100684; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE  
 X *[Signature]*

Badge #:  
 A8968

Copy Received By:  
 X *[Signature]*

Page 1 of 1



CA CA3BFM000739

**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	TERMINAL ID BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus		CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

TERMINAL NAME  
MV Transportation Inc.

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
4620 West America Dr. Fairfield, Ca. 94534

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
Same

TELEPHONE NUMBER (W/ AREA CODE)  
562-259-9911

**LICENSE, FLEET AND TERMINAL INFORMATION**

IM 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- 74 II-	DRIVERS 76	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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A					

**EMERGENCY CONTACTS (in Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Lena Parten	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911
EMERGENCY CONTACT (NAME) Stephen Allen	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2009 ]**

<input checked="" type="checkbox"/> UNDER 15,000	<input type="checkbox"/> 15,001 - 50,000	<input type="checkbox"/> 50,001 - 100,000	<input type="checkbox"/> 100,001 - 500,000	<input checked="" type="checkbox"/> 500,001 - 1,000,000	<input type="checkbox"/> 1,000,001 - 2,000,000	<input type="checkbox"/> 2,000,001 - 5,000,000	<input type="checkbox"/> 5,000,001 - 10,000,000	<input type="checkbox"/> MORE THAN 10,000,000
--	--	---	--	---	--	--	---	---

**OPERATING AUTHORITIES OR PERMITS**

UC <input type="checkbox"/> T <input checked="" type="checkbox"/> N/A	TCP <input checked="" type="checkbox"/> 12064	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
JSDOT US DOT NUMBER N/A	MC <input type="checkbox"/> N/A	MC <input type="checkbox"/> N/A	MX <input type="checkbox"/> N/A

**ANNUAL BUS TERMINAL INSPECTION**

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory G = 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. 14 Time 4.0	No. 12 Time 2.0	No. 14 Time 13.0	TIME n/a	TOTAL TIME 19.0
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	VEHICLES PLACED OUT-OF-SERVICE Vehicles 0 Units	
TRUCKS	4	REMARKS 13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.				
AMPS & SIGNALS	2	See attached CHP 343-1 and CHP 407F/343A - Aspen Reports				
CONNECTING DEVICES	N/A	CA3BFM000363 through CABFM000376				
TEERING & SUSPENSION						
TIRES & WHEELS						
EQUIPMENT REQUIREMENTS	3					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

INSPECTION DATE(S) 11/7,9 & 10/2011	TIME IN 1400	TIME OUT 1500
INSPECTED BY (NAME(S)) L. Perez / MCS1	TERMINAL NUMBER(S) A8968	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 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Lena Parten</i>	DATE 11/10/2011
CARRIER REPRESENTATIVE'S PRINTED NAME Lena Parten	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER // // // // // // // // // //
		STATE Ca.

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

DATE	11/7,9 & 10/2011	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
7209 E. Rosecrans Ave. Paramount, Ca. 90723		PC NUMBER	227210
REMARKS		RATING ISSUE DATE	

**CHANGE OF ADDRESS**

13 CCR 1233.5

MOTOR CARRIERS SHALL NOTIFY THE DEPARTMENT IN WRITING OF ANY CHANGE OF ADDRESS OR CESSATION OF REGULATED ACTIVITY AT ANY OF THE CARRIER'S TERMINALS. SUCH NOTIFICATION SHALL BE MADE WITHIN 15 DAYS OF THE CHANGE AND SHALL BE FORWARDED TO:

CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001

CARRIER REPRESENTATIVE'S INITIALS: LR

# 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: CA3BFM000368  
Inspection Date: 11/07/2011  
Start: 1:00:00 PM PT End: 2:00:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV TRANSPORTATION INC  
4620 WEST AMERICA DR  
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: (562)259-9911  
MC/IMX#: Fax#:  
State#: 54849

Location: PARAMOUNT, CA  
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	ELDO	2009	CA	1329236	9303	1N9MLABP79C084242	32,000			

### BRAKE ADJUSTMENTS

Axle #            1            2  
Right  
Left  
Chamber    C-20    C-30

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No    **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

### State Information:

Odometer: 100678; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 36; Bus Type: 1;  
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ

Badge #:  
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000368

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: CA3BFM000363
Inspection Date: 11/07/2011
Start: 8:00:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759

Phone#: 562-259-9911

MC/MX#:

Fax#:

State#: 54849

Location: PARAMOUNT, CA

Highway:

County: LOS ANGELES, CA

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Shipper:

MilePost:

Origin: NONE

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2005, CA, 7T80407, C-20, 1N9TDABG15C084160, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26508(d)(2), S, 1, N, N, N, Manual device (push/pull knobs) shall be readily operable & emergency position or method of operation clearly indicated.

Mat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 315362; File Code Number: 227210; Fuel Type: D; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:
EREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000363



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: CA3BFM000364
Inspection Date: 11/07/2011
Start: 9:00:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, EAGC, 2009, CA, 1329237, 9304, 1N9MLABP99C084243, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 102200; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 27; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000364

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: CA3BFM000365
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534
USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849
Location: PARAMOUNT, CA
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 2010 CA 1291482 7104 1FDFE4FSXADB01824 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 9510; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: PEREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000365

# 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: CA3BFM000366  
Inspection Date: 11/07/2011  
Start: 11:00:00 AM PT End: 12:00:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV TRANSPORTATION INC  
4620 WEST AMERICA DR  
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911  
MC/MX#: Fax#: State#: 54849

Location: PARAMOUNT, CA  
Highway: MilePost:  
County: LOS ANGELES, CA Origin: NONE  
Destination: NONE

Driver: 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	ELDO	2008	CA	8R25159	1236	1N9HDABP98C084191	32,800			

### BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

### VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
26453 VC /003	S	1	N		N	N	X-2 R/S brake push travel @ 21/8 inches. ( T-30 100 PSI )

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

### State Information:

Odometer: 86664; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ

Badge #:  
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000366

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: CA3BFM000367
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

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

Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R25158, 1235, 1N9HDABP78C084190, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26453 VC /002 S 1 N N N Axle #2 left type 30 brake chamber slack adjuster push rod travel at 2 1/8". Row 2: 24252(a) VC S 1 N N N Required lamp(s) inoperative, 1) left front headlight out.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 108540; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Prepared By: EREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000367

# 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: CA3BFM000369  
Inspection Date: 11/07/2011  
Start: 2:00:00 PM PT End: 3:00:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648465 Fax#:  
State#: 54849  
Location: PARAMOUNT, CA  
Highway:  
County: LOS ANGELES, CA

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

MilePost:  
Origin: NONE  
Destination: NONE

### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2007	CA	8H02883	1186	1FDXE45S07DA13797	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(c) CCR	S	1	N		N	N	Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

### State Information:

Odometer: 118703; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000369

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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) 644-9567

Report Number: CA3BFM000370
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

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

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost: Shipper:
Origin: NONE Bill of Lading:
Destination: NONE 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, ELDO, 2002, CA, 1096892, 525, 1N9TDAC812C084162, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

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

Special Checks: No Data for Special Checks.

Vehicle Information:

meter: 259082; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
EREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000370

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: CA3BFM000371
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1096895, 534, 1N9TDAC862C084173, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(c) CCR, S, 1, N, N, N, Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 234630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. Morlet

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000371

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:** CA3BFM000372  
**Inspection Date:** 11/07/2011  
**Start:** 11:00:00 AM PT **End:** 12:00:00 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV PUBLIC TRANSPORTATION INC**  
 4620 W AMERICA DR  
 FAIRFIELD, CA 94534-4186  
**USDOT#:** 01205759 **Phone#:** (707)863-8980  
**MC/MX#:** 648465 **Fax#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**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	ELDO	2008	CA	8R09717	1231	1N9HDABP58C084155	32,800			

**BRAKE ADJUSTMENTS**

Axle #	1	2
Right		
Left		
Chamber	C-20	C-30

**VIOLATIONS**

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(c) CCR	S	1	N		N	N	Excessive oil and grease on left side of engine area.
1245(f)(3) CCR / 601	S	1	N		N	N	Axle #2 left side brake hoses are chaffing together.
12(a) VC	S	1	N		N	N	Required lamp(s) inoperative, 1) License plate lamp out.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 98486; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;  
 Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By: \_\_\_\_\_

Badge #: A13135

Copy Received By: \_\_\_\_\_

Page 1 of 1



01205759 CA CA3BFM000372

C. MORLET

*[Signature]*

X LP



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: CA3BFM000373
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, 2008, CA, 8Z58623, 7014, 1FD4E45S38DA29982, 14,500

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: 79603; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000373

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Handwritten signature/initials

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Handwritten initials LP

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: CA3BFM000374
Inspection Date: 11/07/2011
Start: 1:00:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

Driver:
License#: State:
Date of Birth:
CoDriver: State:
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, ELDO, 2002, CA, 1035368, 530, 1N9TDAC802C084170, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 259810; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: if a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:

J. MORLET [Signature]

Badge #: A13135

Copy Received By:

X LP

Page 1 of 1



01205759 CA CA3BFM000374

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: CA3BFM000375
Inspection Date: 11/07/2011
Start: 2:00:00 PM PT End: 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2003, CA, 1093943, 21369, 1N9TDACG73C084109, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 225622; File Code Number: 227210; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 25; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000375

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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: CA3BFM000376
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2009, CA, 1329373, 9314, 1N9MLABP19C084253, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 78160; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the
reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:
C. MORLET
X [Signature]

Badge #:
A13135

Copy Received By:
X LP



# Operator Training Modules

## Operator Training Modules

- **Welcome to MV Transportation:** Introduces drivers to company mission, company history, structure, and approach to services. Describes the rewards of working for MV, incentives and awards for passenger care and safety. Overview of the basics of quality. (40 minutes)
- **The Katherine McClary Story:** Defines “accident” and emphasizes the consequences of driver inattention through the tragic story of Katie McClary, a 25-year old Duke Honor graduate and high school basketball coach who was accidentally struck and killed by a bus in North Carolina in 2004. (15 minutes)
- **The MV Transportation Professional:** Describes MV’s commitment to service and driver’s responsibility to protect MV’s values. Gives tenets of professional driving, including knowledge, skill set, and attitude. Presents the importance of presenting a professional image to MV’s passengers, including appearance and customer service. Describes the essentials of handling difficult situations. (20 minutes)
- **Hazards Communication:** Defines common industrial chemical hazards and the importance of safe handling, reading material safety data sheets, personal protective equipment, and the proper response for personal exposure to chemicals or hazardous materials, as well as spills/leaks. (20 minutes)
- **Drug and Alcohol Policies and Procedures:** Describes prohibited substances and their detrimental effects, gives an overview of the history behind government policies regarding substance abuse. Discusses occasions for DOT drug and alcohol testing, testing procedures. Presents MV’s Zero Tolerance Substance Abuse Policy. (60 minutes)
- **Fatigue Management:** Defines fatigue, sleep debt, sleep disorders, and the risks of lack of sleep. Gives guidance and tips for more effective alertness management. (25 minutes)
- **Wellness:** Discussion on the importance of maintaining a healthy lifestyle, through diet and exercise, sleep, stress management, and other healthy habits. (15 minutes)
- **Whistleblowers:** Presents Open Door Policy, OSHA’s Whistleblower Regulation, and protection under law and MV policy. (15 minutes)
- **Sexual Harassment:** Discussion on anti-discrimination law and company policies, emphasizes mutual respect, and gives guidelines for dealing with sexual harassment. (25 minutes)
- **Bloodborne Pathogens:** Provides guidelines for occupational exposure in the event of an emergency, accident, or personal exposure. Defines bloodborne pathogens and how they are transmitted. (20 minutes)
- **NTI – Warning Signs:** Discussion on system security awareness. Gives guidelines for maintaining safety of the transit system, including monitoring work areas, inspecting vehicles, identifying suspicious behavior, and emergency response procedures.
- **Map Reading:** Principles of reading maps, identifying coordinates, how to recover from getting lost. (30 minutes)
- **On the Road:** Discusses vehicle dynamics and road operations running late, running hot, fares and local requirements, gives intro to local mobile data terminal and dispatch procedures, picking up passengers, and vehicle placement – including backing up, allowing clearance, and pedestrian awareness. (30 minutes)
- **The Basics of Safety:** Defines safety, accidents, and how accidents occur. Discusses risk reduction, accident prevention, identifying unsafe behaviors that lead to accidents, and the 300:29:1 theory. (45 minutes)

# Quality Assurance Review

**MV TRANSPORTATION  
QUALITY ASSURANCE REVIEW**

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>HUMAN RESOURCES</b>		
			New hire process	All forms complete and signed, new hire checklist included in personnel file, all appropriate background checks complete, EIS and all forms sent to HR upon hire	
			Documentation of Applications	Applicant flow log complete and sent to corporate as required, rejected applications kept on file for two years, reason for not hiring clearly marked and those ineligible for future hire clearly noted	
			Disciplinary Actions	Warning notices issued for rule violations per handbook section 500, review last five violations, check for appropriate progression of discipline, review payroll records to confirm suspensions, payroll and training records to confirm retraining	
			Leaves of Absence	Forms submitted in timely manner and complete, maintained in personnel file. Return from LOA documented and appropriate testing and/or retraining conducted	
			Wages and pay scales	Compare payroll logs with wage scale, ensure appropriate rates and timing	
			Attendance Tracking	Review monthly attendance logs, assure point system updated and current, disciplinary action taken per handbook section 503	
			Accident and Incident Reporting and Tracking	Review files and compare to accident log, assure appropriate documentation of discipline, testing, retraining through personnel and payroll records	
			Safety Incentives	Accident-free awards granted appropriately and timely, compare versus accident log and personnel files	
			Personal and Professional Appearance	Drivers outfitted in uniform, fully equipped, office staff in professional attire, ID badges where appropriate	
			Employee Classification (FT vs. PT)	Review hours to assure employees are classified accordingly, check rolling 90-day period, benefits administered appropriately, significant gaps for part-time employees followed with return-to-duty testing documentation, retraining as necessary	
			Drug and Alcohol Testing Program Compliance	Determine appropriate personnel involved, local notification process, inclusion of all safety-sensitive employees in random pool, more than one supervisor trained in reasonable suspicion, post-accident tests conducted according to policy, return-to-duty testing conducted for LOA's, adequate documentation provided for missed tests	
			Employee Files	Review files for accuracy and completion, compare training record to payroll record and/or manifests	
			Internal Complaint Process	Open door policy in place, discussion with employees regarding process, knowledge thereof, visual inspection of posting	
			Employee Suggestion Program	Visual inspection for suggestion box, mgr. acknowledgement of suggestions, employees credited for implemented suggestions	
			Files Secured	Employee, Training, Financial and Drug Testing information kept in locked file cabinet, visual inspection, review employee access and chain of command	



Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Payroll Processing		Payroll approved by appropriate personnel prior to submittal to accounting, checks reviewed against submittal prior to distribution, checks distributed and signed for on appropriate pay day, hours compared to driver logs where appropriate. Operating data captured effectively, review trips sheets and compare to invoices and payroll documents, all data complete and able to be reviewed through system. GM regularly reviews op stats to identify problems.	
			Data Input and Management		Invoice and expense accruals completed in timely manner, correctly, and with appropriate documentation, approved/reviewed by GM. Review current invoices to previous month's accrual.	
			Month End Accrual Process		Approval by appropriate personnel, invoices input in timely manner, payables sent to corporate in timely manner, P.O. log in use to effectively track approvals and expenditures and to generate accruals, invoices coded to appropriate expense account.	
			Accounts Payable		Client invoices correct and prepared according to contract and Accounting policy, credits/debits documented appropriately and submitted to accounting.	
			Invoicing		Are rates used according to contract agreements, pass-through items handled appropriately, are billing units correct and according to contract.	
			Leases and Contracts		Leases and vendor contracts on file, signed by appropriate personnel, increases budgeted where necessary, terms and conditions followed.	
			Fixed Assets		Log current, complete and consistent with corporate info, inventory control tags affixed.	
			Purchasing		Purchases made by designated personnel only, GM approval where appropriate, local authorization in compliance with policy, purchases reviewed against receipts and/or packing slips, check for P.O. on large purchases, use of national contracts according to policy.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Use of Vendors		Vendors and prices, including national, reviewed periodically to ensure lowest costs, three estimates for amounts above thresholds, documentation of pricing agreements on file	
			Cash accounting		Cash revenues counting according to accepted procedures, in double custody or acceptance sign-off; fares reconciled daily to manifests or ridership and variances noted, deposits made by appropriate personnel other than those counting cash and in timely fashion. No use of fares for petty cash needs.	
			Financial Record Keeping		Petty cash balanced and documented correctly, reimbursements submitted in timely manner Records on file and up to date, kept neatly in Blue binder	

Acceptable	Needs Improvement	Follow-Up	Checklist Item	Site Review	Comments
<b>ADMINISTRATION &amp; ORGANIZATIONAL MANAGEMENT</b>					
			Mission and Corporate Information.	Required company postings up and in visible location, in good condition and up to date, org chart up-to-date and posted	
			Awards	Location awards, local awards posted in visible location	
				Professional office environment, employees trained in appropriate telephone answering procedures, review phone logs where available to determine wait/hold times, rings before answering, staffed adequately for customer convenience, phone system use clear to callers	
			Communications - Telephone	Professional radio procedures utilized, 10-codes posted and used, radio checks performed in pre-trip inspection	
			Radio Use	Employee telephone lists available only to designated personnel.	
			Internal Documents		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Contract Documentation	Copies of current contacts and amendments up to date, complete and on file. All required client reporting requirements met including submittal of MMIR, data submittals, NTD info, and accident/incident reports; reports are professional in appearance and delivered in a timely manner.	
			Reporting	Contractual service levels being met, revenues and service levels according to plan, resource utilization according to plan.	
			Service Supply	Performance standards, on time requirements met with appropriate response by management to maximize incentives and minimize liquidated damages. Location benchmarks maintained and posted. Review process for data entry and for calculating performance statistics.	
			Operations Performance	Out of contact (OOC) agreements utilized and processed correctly.	
				Complaint logging, tracking and resolution procedures in place and utilized effectively. Complaints analyzed for trends and actions taken. Complaints tied to individual performance and assignment of progressive discipline where appropriate. Employee commendations posted and noted in employee file.	
			Passenger Complaints	GM initiates and/or support client efforts to survey/measure public and passenger perception of service quality, analyzes survey results to identify trends related to safety and training, passenger information, etc.	
			Customer service efforts	Management participates in community events, organizations, groups, etc., and is visible within the transportation community as appropriate to the wishes of the client and to the requirements of the contract and establishment policy.	
			Public Relations	Contact made with client as least twice weekly, in person contact at least twice monthly. Attendance at client board meetings as required.	
			Client Relations		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Client Relations	Client meetings are properly documented. Meeting notes and client correspondence reflect managers awareness of service demands as well as client needs and expectations. Documents are properly followed-up, distributed and or filed as required.	
			Client Relations	Manager and staff participate with client in promotional activities.	
			Client Relations & Business Development	Manager promotes corporate resources and seeks opportunities to market services to both current and potential new clients. Describe most recent example of the utilization of this type of support.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Visit	Comments
			<b>FACILITIES</b>		
			Fixed Assets	Office equipment appropriate for the operation and in good repair, fixed asset list up to date, assets tagged. Disposal procedures in place	
			Facility Condition	Facility in good repair and well cleaned, process in place for identification of problems (weekly walk-through, etc.), lot clear of debris and spills Yard, Fencing, walls, and outdoor equipment (fuel tanks, etc.) in good repair and protected from hazards.	
			Vehicle Security	Lighting in the yard and external walkways is adequate, safety hazards clearly identified, review worker's comp claims and incident reports Vehicles parked and locked appropriately, vaults turned in per local policy, key control procedures in effect. Property/yard gates appropriately constructed; open, close and locked properly. Keys issued appropriately and documented. Auto codes assigned where appropriate, kept confidential and used only by designated personnel	
			Facility Security	Building/entry doors and windows appropriately constructed to provide effective facility security. Keys issued appropriately. Doors/windows to interior offices which must be secured are appropriately constructed. Keys issued appropriately and documented. Bulletin boards maintained professionally, checked for outdated material and material not authorized to be posted.	
			Corporate Information	Shop office and work areas orderly and neat with tools stored and secure when not in use. Equipment permits current and posted (list required equipment permits).	
			Maintenance Shop	Storm water runoff procedures are administered and documented effectively. Water recovery system (e.g. clarifier, etc.) utilized for wash water runoff. Check Fire Extinguishers for current inspection Tag Proper use of Safety glasses by maintenance personnel Shop equipment, grinders, jack stands lifts inspected regularly for proper operation and condition	

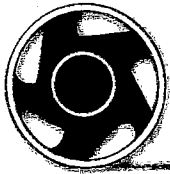
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>SAFETY AND TRAINING</b>		
			Training Staff	Trainers (staff and BTW) fully qualified and authorized, listed appropriately in accounting and personnel documents, hiring process and qualifications documented, training provided and documented	
			Training Program	Training personnel properly uniformed. Location training program complies with the MV Transportation training manual as well as contractual and/or proposal requirements. Training materials complete, up to date, and in good condition (Videos, poster, books, etc.) Training room and/or other training facilities clean, neat, and conducive to professional instruction.	
			Monitoring	Ride-checks conducted according to policy, included in performance reviews, pull-ins and pull-outs monitored regularly, retraining conducted according to schedule and need, documented appropriately	
			Safety Program	Accidents documented appropriately, files forwarded to corporate, disciplinary action taken where appropriate, post-accident testing conducted according to policy. Accident trends analyzed and incorporated into training program	
				Top ten safety strategies effectively implemented.	
				Review current safety incentive program, timeliness of awards, employee postings and recognition	
				Safety board (computerized program) utilized and up to date.	
				Safety posters and related items are used effectively, changed regularly	
				Facility Safety inspections conducted regularly, problems documented and corrected in a timely manner, review last two inspections	
				Safety meetings held monthly, agenda and notes kept, forwarded to director of Safety (check last 2 months)	
				Review safety tracker for expiration dates of various certs.	
				Review cert. Book (pull notices, etc all current)	
				OSHA log up to date (includes light duty report)	
				Recruitment methods documented and tracked for cost effectiveness, best practices identified and expanded on.	
			Recruiting		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>MAINTENANCE</b>		
			Inventory	Parts room properly stocked and organized. Inventory appears appropriate for the operation. Inventory sufficient and not excessive.	
			Daily Vehicle Inspections	Inventory Value DVIs reviewed daily, defects noted on work orders; all safety corrected; work order number noted on each DVI with defect; copied distributed and maintained for 30 days. Work orders complete, current, and filed appropriately.	
			Documentation	Garage Keeper program utilized effectively. Vehicle status board or other computerized tracking system utilized to monitor PMI scheduling. No overdue PMIs?	
			Maintenance Tracking	State or other required inspections performed timely and documentation maintained appropriately.	
			Inspections	Material Safety Data sheets current and complete.	
			Regulatory	MV Transportation maintenance audit last conducted _____. Attach copy of documentation.	
			Shop Audit	Vehicle acceptance procedures followed and documented per policy. Maintenance Staff has all applicable certifications.	
			Training	Maintenance schedules are meeting divisions needs.	
			Scheduling	Staffing levels are meeting budget.	
			Budget	Monthly safety meeting minutes signed by all techs and filed.	
			Safety	Audit Environmental file for copies of manifests for proper disposal of waste oil, filters etc and any other related environmental issues for compliance of state and federal epa laws.	
			Environmental	Facilities which have fuel tanks must have records of daily reconciliation for usage.	
			Fuel	Daily log of fluid checks.	
				Vehicle condition acceptable. Check for body damage, paint condition, decals, wheel and tire condition, windows, seats, floors, etc. Complete and attach separate vehicle condition inspection form for 10% of the fleet or 4 vehicles, whichever is greater.	
			Fleet	Exterior signage correct and in good condition. Check for vehicle #, service name, CA#, etc.	



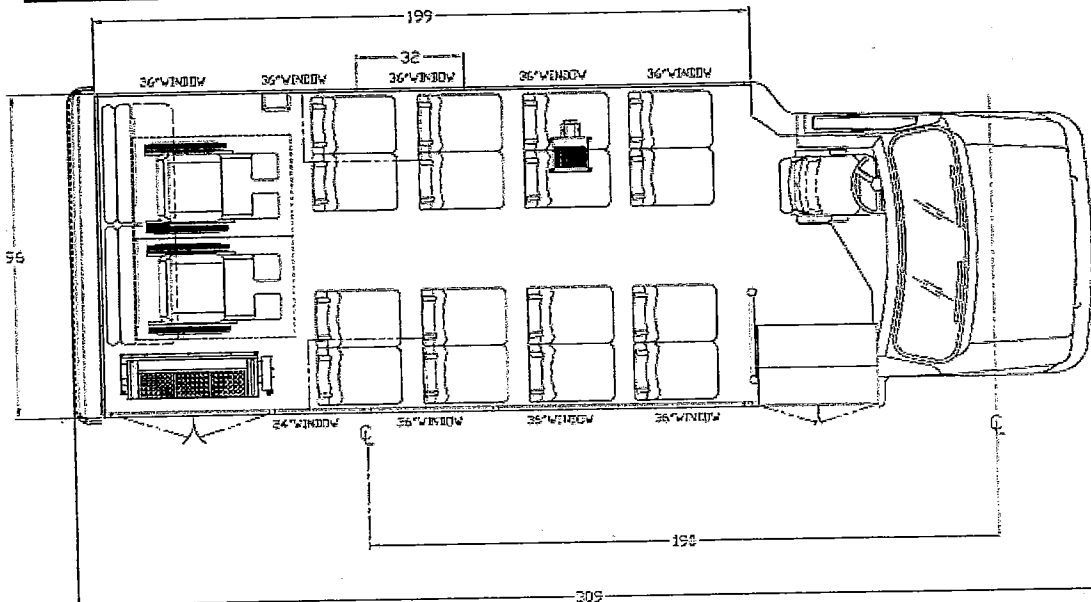
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>MAINTENANCE</b>					
				Vehicle cleaning plan and scheduling appropriate to maintain professional appearance and to comply with contractual requirements.	
				Random check of tire condition and fluid levels.	
				Vehicle inventory current and accurate.	
			Fixed Assets Management	Reviewed monthly upon receipt from RSM.	
				License plates/tags current and up to date on the vehicle inventory listing.	

# Vehicles



Creative Bus Sales

3/24/2014



2014 STARCRAFT ALLSTAR 25 ADA SHUTTLE BUS  
- 20 SEATED PASSENGERS OR 16 W/2 WHEELCHAIRS  
NEW FORD E450 SUPERDUTY CHASSIS  
6.8L V10 GASOLINE ENGINE  
FIVE SPEED AUTOMATIC TRANSMISSION  
225 AMP FORD OEM ALTERNATOR

NON SLIP TRANSIT FLOORING ON ENTIRE FLOOR  
TA SUPER FORD 86,000 BTU WITH DUAL COMPRESSORS  
DOOR ACTIVATED INTERIOR LIGHTS  
HOT WATER HEATER, 35K BTU  
DELUXE AM/FM CD WITH 4 SPEAKERS  
PA SYSTEM WITH GOOSENECK MICROPHONE  
PASSENGER DOOR-ELECTRIC  
DOUBLE WHEELCHAIR DOORS  
BRAUN OR RICON WHEELCHAIR LIFT 34" X 54" PLATFORM  
INTERMOTIVE FAST IDLE WITH INTERLOCK  
Q'STRAIT 820L MAX RETRACT WHEELCHAIR TIE DOWN (2)  
PRIORITY SEATING SIGN  
WHEELCHAIR DECAL  
BACK UP ALARM  
CEILING GRAB RAIL (EACH) (2)  
1 1/4" GRAB RAIL PARALLEL TO ENTRANCE  
STANCHION AND MODESTY PANEL  
DRIVER SEAT HIGH BACK, RECLINER, ARMREST  
DRIVER SEAT COVER-LEVEL 1 NEWPORT  
MID HIGH DOUBLE SEAT (8)  
MID HIGH DOUBLE FLIP SEAT (2)  
LOW BACK SINGLE FLIP SEAT (1)  
SEAT COVER-LEVEL 1 NEWPORT VINYL  
ANTI VANDAL GRAB HANDLE BLACK EACH (8)  
PASSENGER LAP BELTS (20)  
STOP REQUEST SYSTEM WITH LIGHT  
FIRE EXTINGUISHER  
TRIANGLE FLARE KIT  
16 UNIT FIRST AID KIT  
FORD CPA DISCOUNT  
EXTERIOR GRAPHICS ALLOWANCE OF \$600  
DIAMOND NV FAREBOX WITH SPARE VAULT & HANDRAIL  
FORD MOBILITY DISCOUNT

**OPTION**

CNG CONVERSION-40 GGE CAPACITY

**Air Conditioning  
Preventive Maintenance  
Inspection Checklist**



# Maintenance Inspection Schedule

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season																				
<b>Refrigerant/Heating</b>																							
1. Check refrigerant charge. <ul style="list-style-type: none"> <li>• Make sure discharge pressure is 150 psi on R-134A systems and 250 psi on R-22 and R407C systems</li> <li>• The ball in the top receiver fan sight glass should be floating and the liquid line sight glass (if equipped) should be full and clear – no bubbles.</li> </ul> Charge OK ___ Needs charging ___ <b>NOTE: Refer to Service Bulletin No. 392-2.</b>	X	X	X																				
2. Visually check refrigerant hoses and tubing for signs of deterioration or chafing. Hoses and tubing OK _____ Hose and/or tubing needs replacement. Specify which one. _____	X	X	X																				
3. Visually inspect for leaks of refrigerant and oil. No leaks _____ Leaks detected _____	X	X	X																				
4. Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.	X	X	X																				
5. Install service gauge manifold set. Record operating pressures, temperature, and suction line condition. <table style="width: 100%; margin-left: 20px;"> <tr> <td></td> <td style="text-align: center;">Fast Idle</td> <td style="text-align: center;">Full Throttle</td> <td></td> </tr> <tr> <td>Suction</td> <td style="text-align: center;">_____ PSIG</td> <td style="text-align: center;">_____ PSIG</td> <td></td> </tr> <tr> <td>Discharge</td> <td style="text-align: center;">_____ PSIG</td> <td style="text-align: center;">_____ PSIG</td> <td></td> </tr> <tr> <td>Ambient</td> <td style="text-align: center;">_____ F</td> <td style="text-align: center;">_____ suction line</td> <td></td> </tr> <tr> <td>Return Air</td> <td style="text-align: center;">_____ F</td> <td></td> <td></td> </tr> </table>		Fast Idle	Full Throttle		Suction	_____ PSIG	_____ PSIG		Discharge	_____ PSIG	_____ PSIG		Ambient	_____ F	_____ suction line		Return Air	_____ F					X
	Fast Idle	Full Throttle																					
Suction	_____ PSIG	_____ PSIG																					
Discharge	_____ PSIG	_____ PSIG																					
Ambient	_____ F	_____ suction line																					
Return Air	_____ F																						
6. Check evaporator pressure regulator (EPR) valve operation. <table style="width: 100%; margin-left: 20px;"> <tr> <td>R134A</td> <td style="text-align: center;">32 psig (138 kPa)</td> <td></td> </tr> <tr> <td>R407C &amp; R22</td> <td style="text-align: center;">52 psig (276 kPa)</td> <td style="text-align: center;">-</td> </tr> <tr> <td>_____ psig</td> <td></td> <td></td> </tr> </table>	R134A	32 psig (138 kPa)		R407C & R22	52 psig (276 kPa)	-	_____ psig					X											
R134A	32 psig (138 kPa)																						
R407C & R22	52 psig (276 kPa)	-																					
_____ psig																							
7. Replace liquid line dehydrator a minimum of once a year or any time the system opened.			X																				
8. Check hot water control (coolant) valve operation. OK _____ Repair or Replace _____			X																				



## Maintenance Inspection Schedule Continued

Procedures Refrigerant/Heating	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
9. Visually inspect clutch armature for wear and overheating caused by slippage.	X	X	X
10. Visually inspect compressor drive belts for excessive wear, tension and alignment.	X	X	X
11. Check compressor oil level and color (1/2 sight glass) after 15 min. operation.	X	X	X
12. Steam Clean compressor and clutch.			X
13. Check clutch coil resistance and voltage. Record voltage at clutch. _____ vdc. Record resistance of coil. _____ ohms. Refer to specifications.			X
14. Check clutch air gap. $0.045 \pm 0.005$ (1.143 $\pm$ 0.127 mm) and surface flatness. Air gap OK _____ Adjusted air gap _____		X	X
15. Lubricate clutch bearing (Exxon Unirex N2).			X
16. Check compressor oil for acidity. (Oil samples) Safe _____ Marginal _____ Acidic _____			X
17. Check compressor efficiency. <i>NOTE: This procedure checks the piston reeds and discharge valve plate reeds for leakage. Refer to the appropriate maintenance manual for instructions on how to perform this procedure.</i> OK _____ Replace or rebuild compressor _____			X



## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
19. Record oil pump pressure at 1000rpm's (compressor). Pressure from oil pump port (OP) _____ psig Suction pressure (SP) _____ psig Net compressor oil pressure (NOP) _____ psig <b>NOTE: OP minus SP equals NOP.</b>			X
<b>Electrical</b>			
20. Check thermostat cycle sequence on all models (e.g., cool/vent, cool/reheat, and vent/heat OK _____ Diagnose thermostat/unit _____			X
21. Check 120/125 ampere batteryless alternator excitation voltage _____ V dc and voltage output _____ and inspect brushes and bearings. (if equipped) <b>120 Amp Alternator      125 Amp Alternator</b> Excitation voltage      Excitation voltage 8-30 V dc – determined    12 V dc bus 9-15 V dc at control box            24 V dc bus 18-30 V dc for 12 & 24 V dc buses. <b>Output Voltage            Output Voltage</b> 27-30 V dc at fast idle    22-28 V dc at fast idle			X
22. Visually check alternator belt wear, alignment and tension. Condition OK _____ Replace _____ Alignment OK _____ Adjusted _____ Tension OK _____ Adjusted _____	X	X	X
23. Clean alternator, check for signs of corrosion, and check wire connections.			X
24. Inspect evaporator/heater blower motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's    V dc _____ Amps _____	Semi-Annually		
25. Inspect condenser fan motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's    V dc _____ Amps _____	Semi-Annually		





## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
26. Clean control panel area/return air sensor.			X
27. Check boost pump motor (OEM supplied) operation, voltage, and inspect brushes. Voltage _____ Vdc Brushes _____ OK      Replace _____ Operation _____ OK      Replace motor _____			X
28. Check evaporator anti-freeze thermostat operation. If applicable. Opens at _____ F    Closes at _____ F			X
29. Inspect all wires and terminals for damage or corrosion.			X
30. Check condenser pressure switch (CPS)/ condense motor high and low speed operation. CPS opens at _____ psig CPS closes at _____ psig			X
<b>Structural</b>			
31. Inspect condenser coil for cleanliness.	X	X	X
32. Inspect evaporator coil for cleanliness.	X	X	X
33. Visually inspect the outer areas of the unit for loose, damaged or broken parts. OK _____ Make repairs _____ Specific defect _____	X	X	X
34. Clean or replace return air filter. (more frequently if necessary).	X	X	X
35. Clean condenser and evaporator drains. Make sure that the evaporator drain hose check valves (kazoos) are in place and in good condition.			X
36. Lubricate evaporator fanshaft bearings (Shell Alvania EP 2) Twice a year.			X
37. Visually check the engine coolant hoses and hose clamp condition on heater coil system.			X
38. Clean condenser and evaporator coils.			X
39. Check engine coolant for anti-freeze protection down to -30 F (-34 C) to prevent heater coil freeze up. Anti-freeze protection _____ F.			X



## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
40. Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).			X
41. Check condenser air seals and air deflector, if applicable.			X
42. Visually check evaporator blower shaft coupling adjustment and alignment.			X

**Bid Detail Information**

**Bid Number :** PW-ASD912  
**Bid Title :** Athens and Lennox Shuttle Services (2014-PA014)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** BUS - TRANSIT (COACH-MINI) CONVENTIONAL  
**Open Date :** 3/7/2014  
**Closing Date :** 4/2/2014 5:30 PM  
**Bid Amount :** \$ 330,000  
**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Athens and Lennox Shuttle Services (2014-PA014). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one year term and four potential additional one-year option renewals. The total contract amount of this service is estimated to be \$330,000. 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](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/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 the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):

- Three years of experience in propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, 25 feet or longer cutaway buses and/or transit buses.

Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

3. Proposer or its subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in propane-powered, 25 feet or longer cutaway buses and/or transit buses.

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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

7. Proposer or its subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer or its subcontractor 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 Tuesday, March 18, 2014, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. 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, we may not be able to respond to further requests for information.

The deadline to submit proposals is Wednesday, April 2, 2014, at 5:30 p.m. Please direct your questions to Mr. Fong at (626) 458-7167.

**Contact Name :** Eric Fong  
**Contact Phone# :** (626) 458-4077  
**Contact Email :** [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov)  
**Last Changed On :** 3/7/2014 10:10:27 AM

[Back to Last Window](#)

**BOARD EXECUTE**

# Agreement



78247

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST  
VALINDA SHUTTLE SERVICES (2014-PA015)

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(2014-PA015)

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- EXHIBIT M Controlled Substance and Alcohol Testing Program**
- EXHIBIT N Transit Security Plan**



AGREEMENT FOR  
AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICES

THIS AGREEMENT, made and entered into this 5th day of August, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MV TRANSPORTATION, INC, a California Corporation (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 April 2, 2014, hereby agrees to provide services as described in this Contract for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services.

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, Performance Requirement Summary; Exhibit G, Service Route, Schedule, and Fare; Exhibit H, County-Provided Service Vehicles Specifications; Exhibit I, contractor-Provided Service Vehicles Requirements; Exhibit J, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Preventive Maintenance; Exhibit L, MR-20 Monthly Ridership Form; Exhibit M, Controlled Substance and Alcohol Testing Program; and Exhibit N, 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, an amount not to exceed \$\$397,858, which includes \$30,000 for major vehicle repair work to County-provided service vehicles and graphics for service vehicles in accordance with the contract per year 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 September 1, 2014 or Board approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. 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 renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be 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, 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 N, 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 Don Krabe  
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 [Signature]  
Deputy

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By Carole Suzuki  
Deputy

MV TRANSPORTATION, INC.

By [Signature]  
Its President

W.C. PITAL  
Type or Print Name

By [Signature]  
Its Secretary ASSISTANT SECRETARY

AMY BARRY  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS

# 26 AUG 05 2014

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

78247

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Solano

On 6/9/2014 before me, Elyse Sottero, Notary Public  
(Here insert name and title of the officer)

personally appeared W.C. Pihl and Amy Barry

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.

Elyse Sottero  
 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**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

## SCOPE OF WORK

AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND  
EAST VALINDA SHUTTLE SERVICESA. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Vanessa Rachal of Programs Development Division, who may be contacted at (626) 458-5960, or at [vrachal@dpw.lacounty.gov](mailto:vrachal@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager, or her designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

The transit services are located in the unincorporated County areas of Avocado Heights, Bassett, West Valinda and East Valinda. The services provide access to the following points of interest:

- Avocado Heights, San Angelo, Bassett, Rimgrove, and Sunshine Parks
- Torch Middle School, Bassett High School, and Edgewood Academy
- Sunkist Library

See Exhibit G (Service Routes, Schedule, and Fare) for shuttle routes.

C. Work Description

This work to be accomplished under these specifications shall be the continuation of a community shuttle service in the unincorporated County areas of Avocado Heights, Bassett, West Valinda, and East Valinda, hereinafter referred to as the Service.

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 Exhibit A, Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping

services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

D. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G (Service Route, Schedule, and Fare).

In addition, Service shall not operate on Sundays and the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G (Service Route, Schedule and Fare). If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed 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.

The total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of basic vehicle Service hour unit price over the term 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.

3. Special Service Operation

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

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles and Contractor-Provided Service Vehicles. County will lease to Contractor one or more transit 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 the Contractor at the rate of \$1 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

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I, Contractor-Provided Service Vehicles Requirements, hereinafter referred to as "Contractor Service Vehicles."

In the event of a County Service Vehicle(s) breakdown or the vehicle(s) is removed from Service, Contractor shall provide a Vehicle(s) to continue uninterrupted Service during all periods in which the County Service Vehicle(s) is not available for Service.



c. Support Vehicles

Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d. Supplemental Service Vehicles

The Contract Manager may direct the Contractor to operate additional Contractor Service Vehicle(s) or County Service Vehicle(s), hereinafter referred to as "Service Vehicles," for Service in the event demand for Service exceeds the capacity provided by the current Service Vehicles and/or in the event County Service Vehicles are no longer operable. County shall approve the vehicles prior to being placed into Service.

2. General Terms for Transit Vehicles

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

Contractor shall provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service vehicle breaks down. The spare Service Vehicle(s) should meet or exceed the Service vehicle specification in Exhibit I, Contractor-Provided Service Vehicles Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in Form PW-2, Schedule of Prices. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). In its sole discretion, the County may provide the Contractor with a spare Service Vehicle(s).

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Contract Manager) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until 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.

The 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 replacement Service Vehicle or equipment, the County may accept, at the Director's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the final sale price of the Service Vehicle for any total loss within the first 90 days of the vehicle being placed into service.

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation. All payments shall be within 90 calendar days of date of loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The 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 ensure that all vehicle operators providing service under this Contract are familiar and comply with VC, Section 23123, (Hang-Up-and-Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service.

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

b. Internet Access, E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Project Manager and the Maintenance Manager. Contractor shall provide County with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

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

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or

other manager must be able to return a call to Contract Manager within one hour after being requested, including during nonbusiness hours. This manager must be able to address all operational issues in case of an emergency.

e. Automated Vehicle Locator (Global Positioning Satellite) Devices

i. County-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/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.

ii. Contractor-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on Contractor-owned vehicles that are assigned as the primary Service Vehicle (not spare vehicles). The AVL

devices may be permanently installed and provide real-time data about location, vehicle speed, excessive idling, etc.

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.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicle and equipment. Facilities shall include:
  - a. An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
  - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles.
  - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles.
  - d. A compressed air supply.
  - e. Tire-changing equipment.
  - f. Battery maintenance equipment and spare batteries.
  - g. Vehicle lubrication equipment.
  - h. All tools and equipment necessary to perform required preventive maintenance.
  - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.
  - j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
  - k. Adequate secured storage area for tools, equipment, and parts.

- l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide liquefied petroleum gas (LPG) and compressed natural gas (CNG). It is acceptable for Contractor to obtain CNG fuel off-site.

G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Contract Manager and in accordance with 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 Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall 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 an "unsatisfactory" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall become County's designated warranty agent for County Vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of 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 interior of all 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. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of 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 pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle

body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

The interior passenger compartments of vehicles shall be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

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

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

Each vehicle shall receive a daily pre-trip and post trip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre-trip and post trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre-trip and post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. A record of all such inspections shall be kept by Contractor and submitted to County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pre-trip and post trip vehicle inspection report in written checklist format.



5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not In Service."

7. 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 vehicles, radios, passenger counters, fare card readers, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise, which would impair the proper and safe mechanical operation of the vehicle. All other 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 Contractor cannot complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit K, Preventative Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then 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 Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee I.D., and 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 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 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 air brake systems shall occur every 45 calendar days or more frequently in accordance with the number of miles the vehicle was in operation since the prior inspection.

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 vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

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 vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise the subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. 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. Preventive Maintenance Inspection (PMI) Reports
- h. Daily Pre-trip and Post Trip Vehicle Inspection Reports
- i. Work Orders
- j. Warranty Work
- k. Major Mechanical Repair/Unit Replacement
- l. Body/Interior Repairs (cosmetic)

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.

10. Applicable Vehicle Codes and Regulations

All 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 bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.

#### H. Rates and Compensation

##### 1. Rates - County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less 2) all amounts collected from Farebox Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; less 4) any deduction from Performance Requirements Summary (Exhibit F). Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, County Vehicle Rate above shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

##### 2. Rates - Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less 2) all amounts collected from Farebox Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; and Exhibit F, Performance Requirements Summary. Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, Contractor Hourly Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

3. Fares and Revenue

a. Fare

The cash fare shall be 25 cents per trip. However, the following patrons shall be able to board free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a disabled identification card
- Children under the age of five

This service shall also accept the regional EZ and Metro passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

Any changes to the fares will be supplied by County to Contractor at least five business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Contractor shall perform such training.

c. Revenue

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.

All revenue generated by Service from the fare box return and the sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of the agreement, or at any time within three years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms

of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

I. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will 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. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

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

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

If the County requests that the replacement of engines, transmissions, and/or differential units to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

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 (County Service Vehicles Only)

County recognizes that during the term of this agreement 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 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 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.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor 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 Contractor in writing to proceed with the work. Contractor will only be permitted to pass through costs to County related to the repaint, and/or graphics/decals work.



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 Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the 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 complete mechanical overhaul, and/or rehabilitation, that is not covered by the 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 vehicle and make determination of the 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 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 completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between 5 to 10 percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

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

Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Automated Vehicle Locator Devices

If an Automated Vehicle Locator (AVL) device malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall 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, enhancements, modifications to Service Vehicles or equipment that may be required to improve service performance that are beyond the control of 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, Contractor shall present the required scope of the work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval for the work to be performed, in writing, prior to commencing any work.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County and as required for good business practices. Contractor shall monitor 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 frequency of operations. Contractor shall permit authorized County personnel to board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar service upon request by 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, will 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 monitoring of 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 shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

K. Personnel

County will have the right to demand removal from the project, 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 execution of this Contract.

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described below. Contractor shall maintain a daily diary (log) for this purpose that 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 the concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): Three years of experience in compressed natural gas-powered, heavy-duty, low floor, 29 feet or longer transit buses; and three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. The project manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service.

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 (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project 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.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

The Road Supervisor shall provide adequate on-street supervision throughout the Service Area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis.

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service. Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. Contract Manager may, at his/her discretion, communicate with Office Personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County Service Vehicles and equipment and to provide the 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 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 Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony or

misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

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 County Service Vehicles. 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, fails a controlled substances and alcohol testing, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

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

- i. Have a valid California DMV Class B (with "P" endorsement) commercial driver's license, and a medical examination certificate as well as any other required licenses or endorsements required by applicable 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 County 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 slacks, skirt or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.

- iv. Assist passengers who have difficulty negotiating the steps or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
- v. Be available and on time daily to ensure consistent and reliable Service.
- vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.

c. Operator Training

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

- i. Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- ii. California DMV requirements and company policies.
- iii. Service routes, schedules, fare structure, and transit services in the vicinity.
- iv. Accident and emergency procedures and reports.
- v. Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- vi. Training in special skills required to provide transportation to the elderly and people with disabilities.
- vii. American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first aid.
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.

5. 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 the following minimum number of years of experience in maintaining similar fleets of transit vehicles: three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract, as indicated on Form PW-21, is Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of 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 additional ASE certification per year from the Transit Bus, Truck or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one 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, wheelchair lifts/ramps, 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>.

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.

6. 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 (IIPP) and Code of Safe Practices (CSP). 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 cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

L. 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 County 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 inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and



conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

M. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

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

2. Service

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

Contractor shall strive at all times to provide Service in a manner that shall 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 by Contractor, fair to the customer, and consistent with County expectations:

a. On-Time Service

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

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

b. Road Calls

In the event of a Service Vehicle failure, Contractor shall immediately deploy a spare Service Vehicle to transport the passengers aboard the failed vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two business days after their receipt. In the event that Contractor receives a complaint, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days of the complaint's resolution.

N. 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 vehicles in a manner described by the California Highway Patrol (CHP), County Sheriff, or local police. Contractor shall notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage ("begin" and "end" odometer); the number of passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (elderly, disabled, and children under five years); and the number of passengers boarding with transit passes. The summary shall indicate any trips that departed early or late in a format approved by County. The report shall be compiled for the period of a month and shall include a summary thereof.

b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, and total vehicle miles operated, and fuel used (type and amount per Service Vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof.

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

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre-trip and post trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a

Service Vehicle each day. The Daily Pre-trip and Post Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor. A copy of each inspection report shall be submitted to County upon request. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination.

e. Missed Trip Report

A trip is considered missed when a run/loop is not completed. A monthly summary report of missed trips for each month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding these problems. Copies of said documentation shall be submitted to County by the business day following identification of the operational problem or receipt of such passenger complaint.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the business day following identification of such problems or complaints.

h. 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, 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 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 vehicle, person, and/or object.
- ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, assaults, deaths, etc.
- iv. Any incidents (e.g., physical assault) that take place along the Service route and are witnessed by 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).

i. National Transit Database Reports

The Contractor will be required to collect National Transit Database (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 Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall

- collect and provide the required data no later than the 25th day of the following month.
- ii. Form MR20 (Exhibit L): Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
  - iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year or as directed by the County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no reaudit required).

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

j. 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.

k. 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. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit M, 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 M, 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 M. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and anti-terrorist preparations on public transit systems have become 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 Security Plan that shall be followed should the Proposer be awarded this service.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will more effectively communicate information about terrorist threats by providing timely, detailed 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([http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass\\_transit\\_protective\\_measures.pdf](http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass_transit_protective_measures.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 Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit N.

R. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. A subcontractor is not allowed to meet this requirement.
2. Contractor's Project Manager shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. A subcontractor is not allowed to meet this requirement.
3. Contractor's Maintenance Manager shall maintain the following minimum number of years of experience in maintaining similar fleets of transit vehicles: three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.
4. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Contractor's maintenance facilities or terminals.
5. Contractor Service Vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicle Requirements.
6. Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall be solely responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial

and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.

7. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements during the entire term of this Contract. At any time during the term of this Contract if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the Contract Manager.
8. All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

S. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

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

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

cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

U. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. 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. The 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. Permits/Licenses/Certifications

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 K.5, Maintenance Personnel.

X. Utilities

The County will not provide utilities.

Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain 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.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary, or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
  - a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday

through Saturday, except holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of nine months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such as may be agreed upon by the County and Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare) it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop 10 minutes before the next departure, liquidated damages of \$500 per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, not including backup, are not in service, the Contractor may be assessed the liquidated damages of \$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint, up to a maximum of \$1,000 per month. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of \$50 per report per business day may be assessed for late and/or incomplete reports.

f. National Transit Database Reporting

The Contractor shall submit NTD reports to both LACMTA and the Contract Manager no later than the dates required in Section O.2.i., National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for late and/or incomplete reports.

g. LACMTA Reaudit of Annual National Transit Database Report

If the Contractor's submitted annual NTD report and/or the Contractor's supporting data and records require a reaudit 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 reaudit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacture's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit K, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

i. Daily Vehicle Inspection (DVI) Reports

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

j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit K. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard 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.

k. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of \$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month.

l. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager. If Contractor has documentation indicating that

the condition of the vehicle cannot be corrected due to the unavailability of parts, then Contract Manager may waive the liquidated damages until the parts are available.

m. Vehicle Emissions (Engine Smog)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass a 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 citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one business day of receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.

The Contractor shall 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, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every two years) within thirty (30) days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.



o. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not In Service" sign when it is not in revenue Service, liquidated damages of \$25 may be assessed for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

p. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent of the cost to repair each item shall be assessed.

q. Off-Routing

If a regular scheduled Service Vehicle is identified as operating "off route", liquidated damages of at least \$200 per occurrence shall be assessed.

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit M. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including nonbusiness days, weekends, and holidays) may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

t. Trips Not Made

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

u. Non-ADA Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle, the Contractor may be assessed liquidated damages of \$500 for first occurrence and \$1,000 for each subsequent occurrence.

v. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section F, Storage and Maintenance Facilities, as determined by Contract Manager, the 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.

w. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the 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.

x. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or 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 E, Equipment, the Contractor may be assessed \$100 in liquidated damages per business day after the deadline.

y. 24-Hour Emergency Contact

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section E.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

z. Unresolved Service 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 E.2, General Terms for Transit Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month, 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.

aa. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit K, Preventive Maintenance.

Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the current Contractor. PMI's shall be current. PMI records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of \$100 per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning one week after the completion of the transfer of service.

Repairs identified during these inspections, not made by the current Contractor, shall be performed by the New Contractor. Outstanding PMI's shall also be performed by the New Contractor.

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Service 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.

bb. 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, \$200 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.

cc. Personnel

Contractor shall not, absent prior written notice and consent by County, remove or reassign any of the key management personnel such as the Project Manager or Maintenance Manager, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 may be assessed.

dd. Timely Repairs to County-Provided service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for 6 consecutive service days or 10 days within a 30-day period, the 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.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or for reasons that are clearly beyond Contractor's control, then Contract Manager may waive the liquidated damages.

ee. 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.

ff. 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 \$100 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.

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

Z. Contractor's Quality Control Plan

The 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:

1. It shall specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing service to the County in the event of a strike involving the Contractor's employees.

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## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

Proposal. The written materials that a Proposer submits in response to 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. Contractor Performance Evaluation/Corrective Action Measures

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 or Subcontractor'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 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.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## SECTION 3

### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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

perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
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.
  - 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 \$50,000, and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Public Works, 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 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, 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](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth 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.
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.
  - 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 ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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 the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.



SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

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

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

E. Termination for Breach

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



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2013 are less than \$51,567 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, 2014.

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.

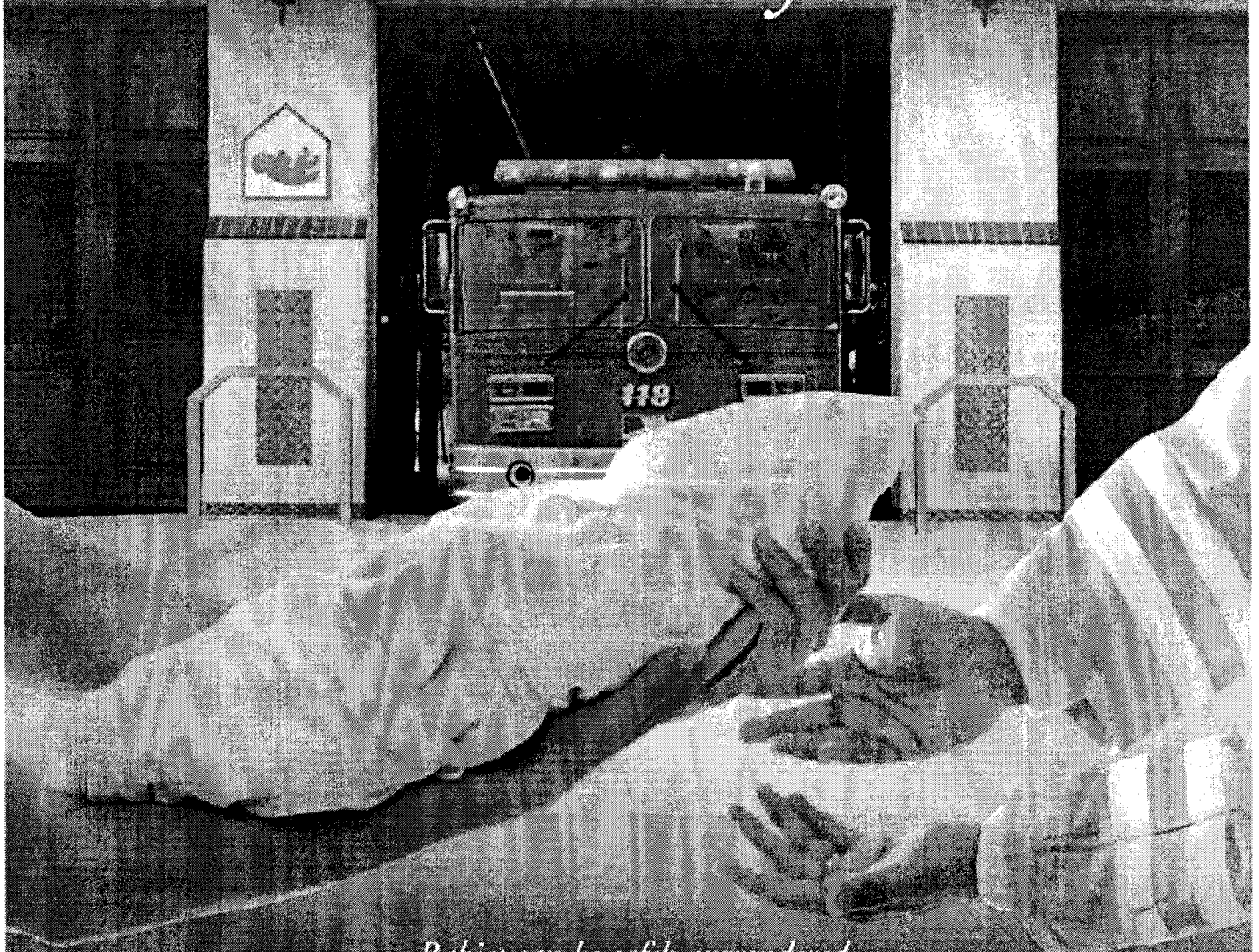
#### How Will My Employees Know If They Can Claim the EIC?

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

# *Safely* Surrendered *Baby Law*



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

**No shame. No blame. No names.**

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

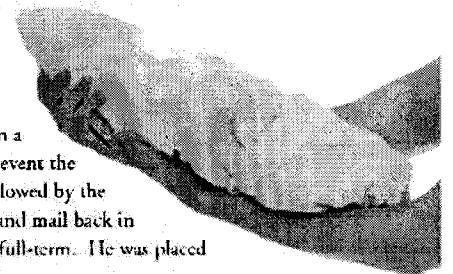
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



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



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

Sin pena. Sin culpa. Sin nombres.

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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.)

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Permanent Service Vehicles	Delay in completing the delivery of permanent Service Vehicles by the Contractor	\$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare)	\$500 per incident, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Service Vehicles Not Available	Specified number of regular Service Vehicles, not including backup, are not in service.	\$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Complaints	Valid complaints	\$250 per complaint, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. General Reporting	Submit monthly reports with monthly invoice within 15 calendar days after the end of each month	\$50 per report per business day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. National Transit Database Reporting	late and/or incomplete reports	\$100 per business day, up to a maximum of \$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		per month		
7. LACMTA Reaudit of Annual National Transit Database Report	Report submitted required a reaudit by LACMTA	Amount equal to the cost charged to the County by LACMTA to perform the reaudit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip)	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Preventive Maintenance	Failure to meet standard per the OEM or per Exhibit K	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Shutdown of Vehicles	Service Vehicle removed from Service as the result of an unsatisfactory rating by the CHP	\$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 2 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
12. Deficient Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Vehicle Emissions (Engine Smog)	Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation	\$500 per Service Vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Permanent Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition	\$200 per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Incorrectly Set Destination Signs	any Service Vehicle displaying an incorrect destination sign	\$25 for the first occurrence, \$50 for the second occurrence, \$100 for each future occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect	At least fifty percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Off-Routing	A regular scheduled Service Vehicle is identified as operating "off route"	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
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PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
18. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to county on quarterly basis on form shown in Exhibit M. Submit the form the County within 15 days after the end of the quarter.	\$50 per calendar day for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Section K.5	\$500 per maintenance employee per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. Trips Not Made	Scheduled trip is not made	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Violation of Storage and Maintenance Facilities	Performing maintenance and/or subcontracting maintenance in violation specified in Section F, as determined by Contract Manager	\$1,000 per Service Vehicle per Service day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 4 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
23. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract	\$200 per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Section E	\$100 per business day after the deadline	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. 24-Hour Contact	Failure to return a call to the Contract Manager within one hour after being requested in accordance with Section E.3	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
26. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Service Vehicle Transfer Audit	Failure to provide PMI records for any County Service Vehicle, beginning one week after the completion of the transfer of service	\$100 per County Service Vehicle per week	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 5 of 6



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. Personnel	Key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County	\$1,000 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards	\$200 in per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
31. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
32. AVL Devices	If the AVL device is damaged, removed, lost, or stolen	\$100 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

**AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICE**

**SERVICE ROUTE, SCHEDULE, AND FARE**

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**Avocado Heights/Bassett/West Valinda Shuttle**

**Days and Hours of Service:** Monday through Saturday from 7 a.m. to 7 p.m.

**Holidays with no Service:** The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 60 minutes.

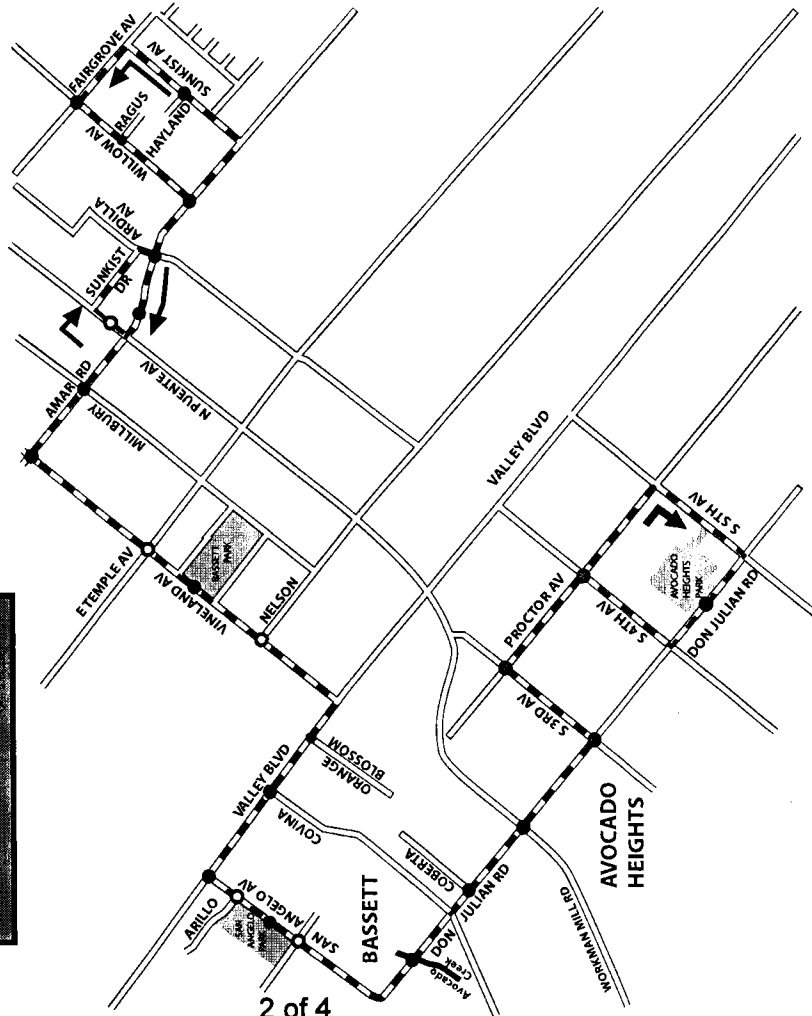
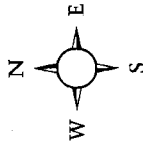
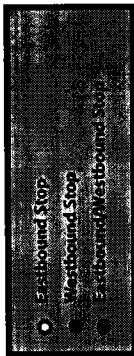
**Fare Structure:** The cash fare is \$0.25 per trip. We also accept as paid fare Metro and EZ passes. Seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

**Number of Service Vehicles:** One

**Key Destinations Served:**

- Avocado Heights, San Angelo and Bassett Parks

# AVOCADO HEIGHTS/ BASSETT/WEST VALINDA SHUTTLE SERVICE



**AVOCADO HEIGHTS/BASSETT/WEST VALINDA SHUTTLE SERVICE**  
**(HORARIO DEL MICROBUS DE AVOCADO HEIGHTS/BASSETT/WEST VALINDA)**

**SHUTTLE HOURS/  
HORAS DEL MICROBUS**  
 AM 7:00 Monday to Saturday  
 (Lunes a Sabado)

**SHUTTLE INFO/  
INFORMACION DE MICROBUS**  
 (626) 258-3393  
 TDD (626) 282-7829

**Eastbound (hacia el este)**

shuttle stops with cross streets	departure time	paradas del microbus en calles que intersectan	hora de salidas
Avocado Heights Park	:00	Sunkist Av/Hayland St	:28
San Angelo Park	:15	Amar Rd/Ardilla Av	:30
Bassett Park	:20	Bassett Park	:35
Sunkist Av/Hayland St	:28	San Angelo Park	:40
		Avocado Heights Park	:55

**Westbound (hacia el oeste)**

shuttle stops with cross streets	departure time	paradas del microbus en calles que intersectan	hora de salidas
Avocado Heights Park	:00	Sunkist Av/Hayland St	:28
San Angelo Park	:15	Amar Rd/Ardilla Av	:30
Bassett Park	:20	Bassett Park	:35
Sunkist Av/Hayland St	:28	San Angelo Park	:40
		Avocado Heights Park	:55

**AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICE**

**SERVICE ROUTE, SCHEDULE, AND FARE**

---

**East Valinda Shuttle**

**Days and Hours of Service:** Monday through Friday from 5:45 a.m. to 6:45 p.m. and Saturday from 7 a.m. to 7 p.m.

**Holidays with no Service:** The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 60 minutes.

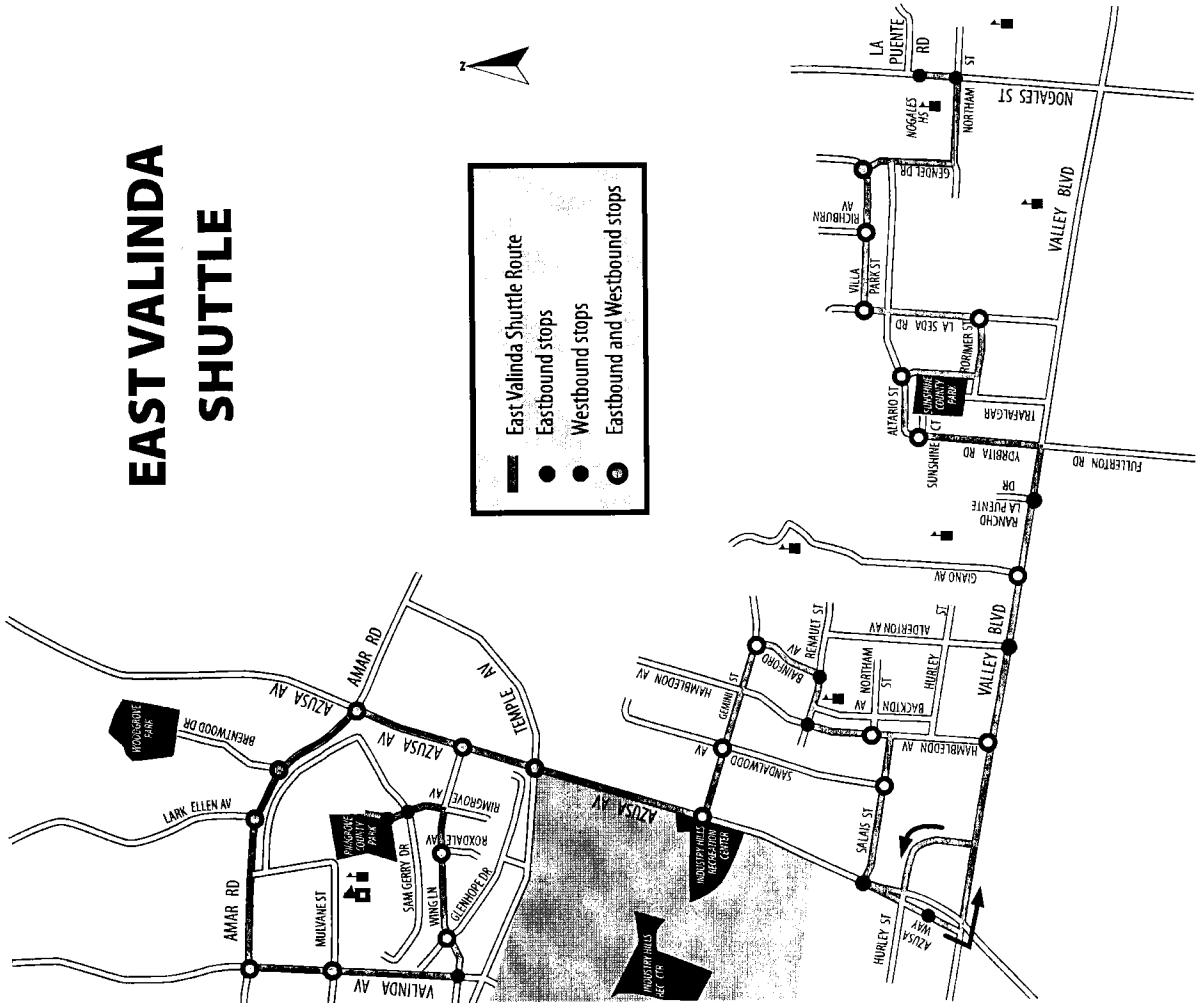
**Fare Structure:** The cash fare is \$0.25 per trip. We also accept as paid fare Metro and EZ passes. Seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

**Number of Service Vehicles:** One

**Key Destinations Served:**

- Ringrove and Sunshine Parks

# EAST VALINDA SHUTTLE



## EAST VALINDA SHUTTLE SCHEDULE (HORARIO DEL MICROBÚS DE EAST VALINDA)

**SHUTTLE INFO/  
INFORMACION DE MICROBÚS**  
(626) 258-3393  
TDD (626) 282-7829

**SHUTTLE HOURS/  
HORAS DEL MICROBÚS**  
5:45 AM - 6:15 PM Monday to Friday  
(lunes a viernes)  
7 AM - 2 PM Saturday  
(Sábado)

**Westbound (hacia el oeste)**

shuttle stops with cross streets	departure time	paradas del microbús en calles que intersectan	hora de salidas
Nogales/La Puente	:45		
Rorimer/La Seda	:50		
Valley/Alderton	:55		
Salais/Sandalwood	:00		
Azusa/Gemini	:05		
Valinda/Amar	:10		
Rimgrove Park	:13		

**Eastbound (hacia el este)**

shuttle stops with cross streets	departure time	paradas del microbús en calles que intersectan	hora de salidas
Rimgrove Park	:13		
Amar/Valinda	:16		
Gemini/Azusa	:21		
Salais/Sandalwood	:26		
La Seda/Rorimer	:36		
Northham/Nogales	:41		

## COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

### A. County-Provided Service Vehicles Information

The following County-Provided Vehicles are currently assigned to the Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services:

<u>Vehicle ID</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>	<u>Fuel</u>	<u>Mileage</u>
1. L308	El Dorado	EZ Rider II	2006	1N9MLABG96C084061	Propane	329,000 as of Jan 2014
2. L309	El Dorado	EZ Rider II	2006	1N9MLABG06C084062	Propane	336,000 as of Jan 2014

### B. County-Provided Service Vehicles Specifications

#### 2006 El Dorado National E-Z Rider II (Propane)

- 102-inch exterior width
- 30-foot x 11-inch overall length
- 160-inch wheelbase
- Mechanical fan drive with spring-loaded idler
- Kneeling front suspension system
- Air valve below front bumper
- ABS air brake system
- 200 AMP alternator
- Stainless steel battery tray, 6 group, 31 batteries
- Cummins B Plus (5.9L) propane (LPG), 195 hp
- 169 gallon usable fuel capacity
- Spare tire and wheel (one for each vehicle)
- Tilt and telescopic steering column
- 5-speed Allison B300R transmission
- High-idle assembly
- Backup alarm warning
- Hubodometer (curbside/rightside)
- Air-operated door, slide-glide type with three-position control
- Hydraulic wheelchair ramp at front door
- Deceleration alert rear lights
- Floor-mounted directional signals
- Air compressor, engine mounted
- Seating for 29 passengers, with 6 flip-up-type seats
- American Seating model No. 6468 with VR-50 inserts, fiberglass
- ADA-compliant securement system for two wheelchair passengers
- Intermittent wipers
- Rear collision avoidance light
- Fluorescent interior lighting
- Twinvision LED front and side destination signs
- Internal public address system with gooseneck microphone
- Radio two-way, prewire with antenna
- Ribbed isle flooring, rubber
- Carpeted kick panels
- Driver's barrier, top and bottom sections

## EXHIBIT H

- Rear view interior mirror
- Motorized and heated exterior mirror
- Passenger-assist handrails, left and right side of aisle at front door
- Eight vertical stanchions throughout perimeter seating
- New view blind for driver's window
- Six ceiling grab-rails with hand straps
- 32-inch transom tip-in passenger windows
- Transit care graffiti guard window inserts on passenger windows
- Passenger pull-cord signal system with chime and dash light
- Front assembly heating and air conditioning
- Thermo King Model R134A heating and ventilation system
- Amerex fire suppression system with methane detection
- Remote control transpec roof hatch
- Main treasury farebox
- First aid kit, fire extinguisher, body fluid kit, and tri-reflectors

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## CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

### Minimum Vehicle Requirements

#### Section I

- Vehicle must not have reached its Altoona life
- 2009 or newer standard 25-ft Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159- to 178-inch wheelbase
- Four-Wheel Disc Brakes
- 20- or 16-passengers with two-wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliment securement system for two-wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Outside signage
- Fare box

#### Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution.
- 2009 or newer, standard 25-ft Class 3 vehicle
- 20- or 16-passengers with two-wheelchair positions
- Minimum 14,000 LB GVWR
- 159- to 178-inch wheelbase
- Four-Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system



**CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS**

Section II (continued)

- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirements, or Director approved equal.
- ADA-compliant securement system for two-wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Outside signage
- Fare box

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**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

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

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

<b>EXTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
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/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____

Subtotal \_\_\_\_\_

Total \_\_\_\_\_

**OVERALL RATING**

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

**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 K**

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 G, Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section O, Service Records and Reports; Subsection 2.c, Daily Pre-Trip Service Vehicle Inspection Reports.

## EXHIBIT K

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 performed at least every seven 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 "backup" alarm and safety device operation.
  - Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s), and wheel chair tie downs and record.
  - Check operation of all doors.
  - Check wheelchair lift operation.
  - Check wheelchair lift interlock operation.
  - Check operation of all emergency escape windows and alarms.
  - Check windshield wiper and windshield washer operation.
  - Check and record AC system operation effectiveness.
  - Check under vehicle for any fluid leaks.
  - Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
  - Check cleanliness and condition of vehicle interior.

## EXHIBIT K

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 and 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.

## EXHIBIT K

- Inspect and lubricate driveline and u-joints.
- Check differential oil level.
- Inspect vehicle safety devices and/or equipment.
- Inspect vehicle wiper/washer operation and fluid level.
- Check battery mounting and hold down(s).
- Check battery terminals and clean or replace as necessary.
- Load test battery(s) and record reading.
- Check and record battery(s) specific gravity.
- Clean battery surface and terminal connections.
- Check battery water level.
- Check accessory drive belt tension, measure, record, and adjust as necessary.
- Inspect accessory drive belts for wear and tension, record result, and adjust as necessary.
- Inspect tires and rims for damage, wear, cracks, missing lug nuts, broken studs, etc.
- Inspect tires for damage, wear, and/or debris; if irregular wear present, perform alignment.
- Measure and record tire tread depth (including spare tire).
- Check and record tire pressures (including spare tire).
- Torque and record tire bolt mounting.
- Inspect exterior lamps for operation.
- Inspect exterior mirrors and check operation.
- Inspect interior lamps for operation.
- Inspect dash panel and check operation of all switches, gauges, and lamps.
- Inspect upper (overhead) panel for operation of all switches gauges and lamps.
- Inspect all doors for adjustment and smoothness of operation.
- Inspect and lubricate door hinges, pins, and/or bushings.
- Inspect wheelchair lift for operation and adjustment, including interlock device.
- Cycle wheelchair lift in manual (emergency) and check hydraulic fluid level mode.
- Clean and lubricate wheelchair lift.
- Inspect window glazing and windows for operation and/or cracks.
- Operate emergency escape windows and test alarm.
- Inspect seats for damage and 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.

## EXHIBIT K

- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, and 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 (nondiesel 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.



## EXHIBIT K

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).
- Recharging 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

## EXHIBIT K

- 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.

## EXHIBIT K

Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.

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

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

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

### **SECTION 2. OIL ANALYSIS**

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

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

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

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

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

### **SECTION 3. RECORDS**

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

## EXHIBIT K

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.
- Tires with less than 5/32 of an inch 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 as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.
- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

MR-20 MONTHLY RIDERSHIP FORM FOR LACMTA CONSOLIDATED INTO REPORT (#8168) FOR FY

EXHIBIT L

Agency

City of

Month	RIDERSHIP INFORMATION (MR-20)					MECHANICAL SYSTEM FAILURES (R-20)			SAFETY AND SECURITY ***			Fuel Consumption (R-30)		
	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle)		Major Incident	Non-Major Incident	Major Incident (Safety or Security)	Occurrences	Arrest/Citations	Energy Type	Gallons	Energy Type	Gallons
				Miles	# of Vehicles Operated									
July '13														
August '13														
September '13														
October '13														
November '13														
December '13														
January '14														
February '14														
March '14														
April '14														
May '14														
June '14														
<b>Total:</b>														

\* NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Month	RIDERSHIP INFORMATION (MR-20)					MECHANICAL SYSTEM FAILURES (R-20)			SAFETY AND SECURITY ***			Fuel Consumption (R-30)		
	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle)		Major Incident	Non-Major Incident	Major Incident (Safety or Security)	Occurrences	Arrest/Citations	Energy Type	Gallons	Energy Type	Gallons
				Miles	# of Vehicles Operated									
July '13														
August '13														
September '13														
October '13														
November '13														
December '13														
January '14														
February '14														
March '14														
April '14														
May '14														
June '14														
<b>Total:</b>														

\* NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

Month	RIDERSHIP INFORMATION (MR-20)			rev. mph	# of Vehicles Operated	SAFETY AND SECURITY
	Total Boardings	Revenue Hours	Revenue Miles			
July '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
August '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
September '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
October '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
November '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
December '13						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
January '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
February '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
March '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
April '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
May '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
June '14						Major Incident (Safety or Security) 0, Occurrences 0, Arrest/Citations 0
<b>Total:</b>						

\* Mechanical system failure that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or due to safety concerns. Examples -- brakes, doors, engine cooling system, steering and front axle, rear axle, and suspension and torque converters.  
 \* Other mechanical failures that prevent the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though it may be able to operate in revenue service. Examples -- breakdowns of fareboxes, wheelchair lifts, HVAC systems and other non major mechanical failures.

\*\*\* SAFETY AND SECURITY THRESHOLDS

Major Incident & S-40 (Safety or Security)		Non-Major Incident & S - 50	
Thresholds			
Incidents not already reported on the Major Incident Reporting form.		Occurrences	
Existence of one or more of the following conditions:		1. Robbery (non-frontal theft)	
1. One or more fatalities (including suicide)		2. Larceny (non-frontal theft)	
2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance)		3. Burglary	
3. Property damage equal to or exceeding \$25,000		4. Motor Vehicle Theft	
4. An evacuation due to life safety reasons (ex. CNG leak)		5. Other Safety Occurrences not Otherwise Classified (Injuries)	
		6. Fires (that don't require evacuation)	
Occurrences of Part I offenses (except homicides):			
Arrests/Citations			
1. Other (non-aggravated) Assaults			
2. Fare Evasion			
3. Trespassing			
4. Vandalism			
5. Nonincident Civil Disturbance			

## 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

## EXHIBIT M

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.

## EXHIBIT M

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.



## EXHIBIT M

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

## EXHIBIT M

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

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

Prepared By

Date

TRANSIT SECURITY PLAN

---

(To be provided by the Contractor)



**MV TRANSPORTATION, INC.**

March 31, 2014

Ms. Janet Lee, Contract Analyst  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803

Dear Ms. Lee:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the County of Los Angeles Department of Public Works Request for Proposal Number 2014-PA015 for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

MV well understands the scope of work to be accomplished and will provide all aspects of the operations and maintenance of these shuttle services. MV will use the County provided vehicles and will provide the spare vehicle and radio equipment. In addition, MV will provide the operational facility. MV currently provides service for Los Angeles County and throughout Southern California. The Company has demonstrated its ability to meet the County's expectations regarding service quality and efficiency and will provide excellent service quality for the Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services.

Mr. Justin Pate (Vice President) is your primary contact for this procurement; he and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. Justin can be reached any time of day at 214.662.0499 (phone) or [justin.pate@mvtransit.com](mailto:justin.pate@mvtransit.com) (email). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 623.340.3209 (phone) or [joe.escobedo@mvtransit.com](mailto:joe.escobedo@mvtransit.com) (email). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688. MV acknowledges receipt of Informational Update 1 dated March 27, 2014.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services. We look forward to working with you throughout this procurement.

Sincerely,

W.C. Pihl  
Executive Vice President

## Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the County of Los Angeles Department of Public Works. In the event MV is selected to provide services pursuant to the County Request for Proposals for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services, in addition to any contractual warranties and remedies that the County is entitled to under the contract, MV will warrant its service as follows:

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



Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

## 1. Title Page



*PROPOSAL TO*

### **County of Los Angeles Department of Public Works**

*FOR*

### **Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015**

**Dated: April 2, 2014**

**SUBMITTED TO:**

**County of Los Angeles  
Department of Public Works**  
Mr. Eric Fong, Contract Analyst  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: 626.458.4077

**SUBMITTED BY:**

**MV Transportation, Inc.**  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
Mr. Justin Pate, Vice President  
479 Mason Street, Suite 221  
Vacaville, CA 95688  
Telephone: 214.662.0499

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.  
MV is an Equal Employment Opportunity/Affirmative Action Employer.*







Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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### **3. Letter of Transmittal**

Please refer to the pages preceding this proposal for MV's letter of transmittal.

### **4. Support Documents for Corporations and Limited Liability Companies**

MV Transportation, Inc. was incorporated in the state of California on December 18, 1978.

#### **Required Documentation**

Please see a copy of MV's Certificate of Good Standing with the State of California and the most recent Statement by Domestic (or Foreign) Stock Corporation as filed with the California Secretary of State in the appendix of this proposal, as required by the RFP.

#### **List of Corporate Officers**

R. Carter Pate, Chief Executive Officer  
Kevin A. Klika, President / Chief Operating Officer  
Brad Cornelsen, Chief Financial Officer and Treasurer  
Lisa Winston Hicks, Corporate Secretary and General Counsel  
Patricia McArdle, Assistant Corporate Secretary  
Cristina Russell, Assistant Corporate Secretary  
Amy Barry, Assistant Corporate Secretary





## 5. Experience

### a. Background

#### About MV Transportation, Inc.

##### *The MV Story – an American Success*

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.

The Loddess acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



**Feysan Lodde, Founder (1975)**

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

Today, the company remains the nation’s largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

#### **Company Size and Statistics (As of January 2014)**

**Number of Employees:** 16,822

**Number of Vehicles:** 9,547





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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<b>2013 Revenue:</b>	\$1,008,401,900 (unaudited)
<b>Number of Contracts:</b>	217
<b>Number of Locations:</b>	146 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

### ***Success and Accolades***

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.



### ***Customer Profile***

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to





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provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the County are listed as references.

### **Breadth of Experience**

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

### ***Fixed Route, Flex Route, and Shuttle***

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).





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### ***Fleet Maintenance***

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas-Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

### ***Transportation Technologies and Intelligent Transportation Systems***

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use.

The company's chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, has created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations.

### ***ADA Compliance***

The Americans with Disabilities Act (ADA, PL 101-336) is a non-discrimination, civil rights statute. It was enacted by Congress to address a wide range of barriers to full participation in society that had long been experienced by persons with disabilities, and was signed into law by President George H. W. Bush on July 26, 1990. According to the statute, the Department of Justice (DoJ) was given primary responsibility for developing and enforcing regulations to carry out the intent of the ADA, while the Equal Employment Opportunity Commission (EEOC) and the Department of Transportation (DOT) were assigned responsibility over their specific areas of jurisdiction within the Executive Branch of government.

The regulations developed by DOT were the result of a unique interactive collaboration between representatives of the transit industry and disability advocates, through a mechanism known as a Federal Advisory Committee (sometimes called





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the FACA). Through lengthy discussion and debate, all “sides” involved were able to recommend provisions to DOT that complied with the law and that “everyone could live with.”

As DOT explained in its Final Rule to implement the ADA (56 FR 173, page 45601, September 6, 1991), complementary paratransit was envisioned as truly an alternative, and necessary, to fixed route, rather than a preferred mode of travel. The notion of comparability to fixed route has always been critical:

*The ADA is a civil rights statute, not a transportation or social service program statute. The ADA clearly emphasizes nondiscriminatory access to fixed route service, with complementary paratransit acting as a “safety net” for people who cannot use the fixed route system. Under the ADA, complementary paratransit is not intended to be a comprehensive system of transportation for individuals with disabilities.*

As one disability group representative suggested during the Advisory Committee meetings, the ADA is intended simply to provide to individuals with disabilities the same mass transportation opportunities everyone else gets, whether they be good, bad, or mediocre.

*We emphasize that the ADA and this rule set no ceilings on the service that local entities may provide. ... Such additional service, provided as a matter of local discretion, is very desirable. The rule points out, however, that since it is not mandated by the ADA, its costs cannot be regarded as financial burdens of ADA compliance.*

For more than 24 years, these regulations have been widely understood and largely unchanged – a remarkable feat considering the contentiousness encountered on all sides when the previous “504” regulations were enacted and almost constantly litigated.

MV offers a balanced approach that emphasizes customer service and fiscal prudence, in addition to the formalities of “compliance.”

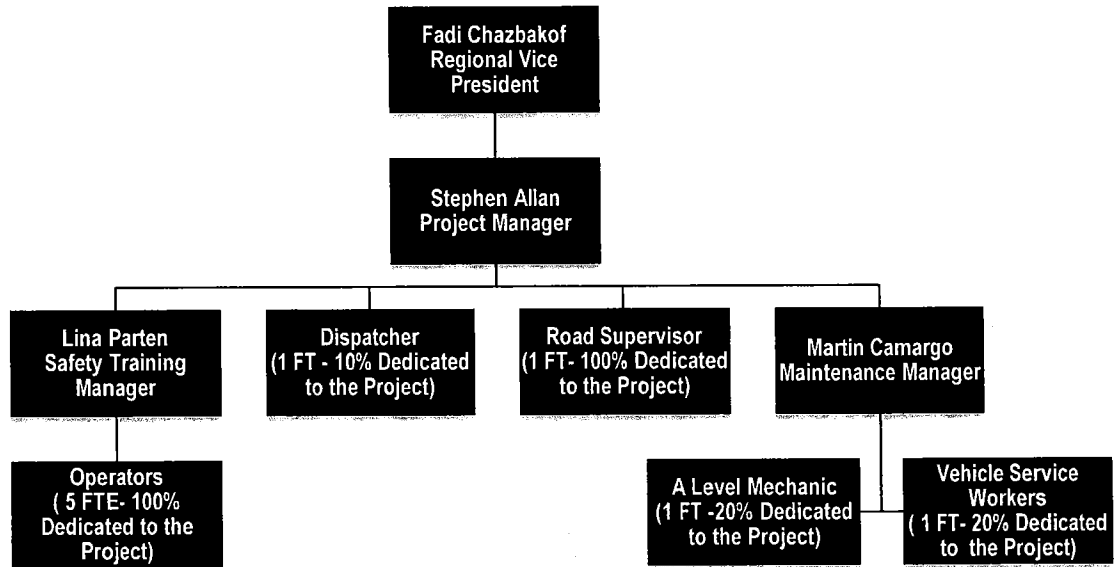






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**b. Organization**



**c. Roles and Qualifications**

Resumes for its team listed below are provided following this section of the proposal. Regarding resume of the firm, MV has extensive experience operating shuttle services across the country and understands the County’s expectations of professionalism and reliability. Please refer to the summaries in section **Error! Reference source not found., Error! Reference source not found.** which highlight several operations similar in scope to the County’s shuttle services. Proposal section 17. *Additional Information*, also contains letters from MV customers attesting to the quality of the company’s service.

In addition, please refer to Section 5.d below for key staff experience providing similar service.

**Principals Specific to the County’s Service**

Fadi Chakbazof, Regional Vice President





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**Managing Employees**

- Stephen Allan, Project Manager
- Martin Camargo, Maintenance Manager
- Lina Parten, Safety and Training Manager

**On-Site Supervisor**

- Stephen Allan, Project Manager

**Other Key Staff**

- Hector Vargas, Director of Safety
- Kenneth Pouncey, Director of Maintenance

**Subcontractors**

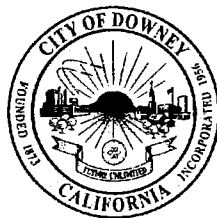
MV has no proposed subcontractors.

**d. Length and Quality of Experience**

**Experience in Similar Services**

MV has extensive experience operating fixed route and shuttle services across the country and understands the County’s expectations of professionalism and reliability.

**DowneyLINK and Dial-A-Ride, City of Downey (Downey, CA)**



MV began operating DowneyLINK public fixed route service for the City of Downey in 2002, and was awarded its Dial-A-Ride service in 2007, along with a second contract term for the DowneyLINK. The DowneyLINK operates within the City on four routes. For this fixed route service, MV uses seven 32 foot propane-fueled ElDorado T-Mark vehicles.

Traveling over 190,000 miles annually and transporting more than 269,000 passengers, MV delivers this much-needed service as a long-standing member of the Downey community.

The Dial-A-Ride is an advanced-reservation, shared-ride service available to seniors and persons with disabilities that prohibit the use of the fixed route service. MV coordinated with the City to accommodate the service’s operator shortage and has





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been providing this service with the City since its inception. Service is delivered with a fleet of seven propane vehicles.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of DowneyLINK Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Martin Camargo	Maintenance Manager	12 Years
Lina Parten	Safety and Training Manager	8 Years
Hector Vargas	Director of Safety	7 Years
Kenneth Pouncey	Director of Maintenance	8 Years

Please contact Mr. Thad Phillips, Director of Community Services, at (562) 904-7236 and [tphillips@downeyca.org](mailto:tphillips@downeyca.org), as a reference for MV's performance on this contract.

**King Medical Center Shuttle (Alhambra, CA)**

MV has provided the County of Los Angeles' King Medical Center Shuttle since June 2011. Here, MV operates three propane-fueled 2008 El Dorado Chevy 4500 30 foot vehicles. MV provides all aspects of the operations and maintenance of this shuttle service. MV uses the County-provided vehicles and provides the spare vehicle and radio equipment. In addition, MV provides the operational and maintenance facility located at 7209 Rosecrans Paramount, CA. The King Medical Shuttle provides local bus service between the Kenneth Hahn Shopping Plaza, the Martin Luther King, Jr. Hospital, and the joint Metro Rail Blue and Green Line Stations.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing King Medical Center Shuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	3 Years
Martin Camargo	Maintenance Manager	3 Years
Lina Parten	Safety and Training Manager	3 Years
Hector Vargas	Director of Safety	3 Years
Kenneth Pouncey	Director of Maintenance	3 Years

Please contact Mr. John Zeigler, Assistant Transit Analyst, at (626) 458-5914 and [jzeigler@dpw.lacounty.gov](mailto:jzeigler@dpw.lacounty.gov), as a reference for MV's performance on this contract.





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**iShuttle, City of Irvine (Irvine, CA)**

MV has provided the iShuttle shuttle service for the City of Irvine since 2008. Designed to improve passenger mobility throughout the Irvine community, this fixed route service connects commercial and residential Irvine locations to Metrolink train stations, with major destinations including the John Wayne Airport, Irvine Business Complex, and the Irvine Spectrum arena.



MV operates and maintains a mixed fleet of 20 CNG vehicles, which are equipped with automatic passenger counters to assist with passenger data collection. MV uses its proprietary TimePoint system to track on-time performance, vehicle location, and to evaluation live and historical system performance. The vehicles are also equipped with video monitors, which connect with the TimePoint system to display advertising based on GPS coordinates. This dynamic advertising strategy generates additional revenue for the City.

The first and only operator of this service, MV was recently awarded a new contract in March 2013, and is currently in its second contract term with the City.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing iShuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Hector Vargas	Director of Safety	4 Years
Kenneth Pouncey	Director of Maintenance	6 Years

Please contact Ms. Amelia Jennings, Transit Program Administrator, at (949) 724-6288 and [ajennings@ci.irvine.ca.us](mailto:ajennings@ci.irvine.ca.us), as a reference for this contract.

**Go West, City of West Covina (West Covina, CA)**

Starting March 2014, MV began operating the City of West Covina’s fixed route and paratransit services. The service is provided with 11 vehicles using propane and CNG fuel.



The fixed route operation is a general public service consisting of





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three routes. The City’s Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

MV was chosen by the City of West Covina based on its proposal to improve customer service through enhanced training programs, the implementation of Trapeze and DriveCam, and innovative programs.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of West Covina Operation
Fadi Chakbazof	Regional Vice President	Less than 1 Years
Stephen Allan	Project Manager	Less than 1 Years
Martin Camargo	Maintenance Manager	Less than 1 Years
Lina Parten	Safety and Training Manager	Less than 1 Years
Hector Vargas	Director of Safety	Less than 1 Years
Kenneth Pouncey	Director of Maintenance	Less than 1 Years

Please contact Mr. Chris Freeland, Deputy City Manager/Community Director, at (626) 939-8402 and [chris.freeland@westcovina.org](mailto:chris.freeland@westcovina.org) as a reference for MV’s performance on this contract.

**e. Compliance with Minimum Mandatory Requirements**

MV meets the following requirements as listed in Part I, Section 1.B. of the RFP:

- **Minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses (Proposer):** MV has 12 years’ experience and far exceeds the County’s requirement.
- **Minimum 3 years of experience in in providing same or similar fixed route service to government or social service agency using propane-powered, heavy duty, low floor, 29 feet or longer transit buses (Project Manager):** Mr. Stephen Allan has 6 years of experience.
- **Minimum 3 years of experience in maintaining propane-powered, heavy duty, low floor, 29 feet or longer transit buses (Maintenance Manager):** Mr. Martin Camargo has 13 years of fleet maintenance experience.
- **Proposer’s Satisfactory CHP Reports of the proposed maintenance facility to be used for this contract for the prior 13-month inspections:** MV has an exceptional CHP record at its proposed Paramount, CA facility..





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- **Spare Vehicle:** MV will provide spare vehicle that meets County requirements.
- **Class B (with “P” endorsements) Driver’s License:** MV has submitted copies of all required licenses, pursuant to Form PW-20.
- **ASE Certification in H-4 Transit Bus Brake Test:** All MV maintenance personnel assigned to the contract will provide proof of said certification within 12 months of contract start date or date of hire whichever occurs last.
- **Mobile Air Conditioning Society Certification or Equivalent:** MV has included the ASE certification for Heating, Ventilation, & A/C with the resume of maintenance manager Martin Camargo.

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

**f. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV’s minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years’ MV Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32’	Propane	12	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30’	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32’	Propane	9	7
LADOT Package 5b	2005-2013	EIDorado E-Z Rider	2001	30’	Propane	8	14

**g. Compliance with Experience Requirements of Project Manager**

Please refer to the following table for documentation of MV’s project manager’s minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Allan has operated all of these services in





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the capacity as project manager since 2008 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**h. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV's maintenance manager's minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Camargo has overseen Paramount maintenance operations since 2001 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	Since 2004- 2013	EIDorado T-Mark	2004	32'	Propane	9	7



# Resumes



# Stephen Allan

## Project Manager

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*Mr. Stephen Allan is MV's proposed project manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Oversee multiple transportation contracts
- Mentor staff and monitor staff performance
- Responsible for MV's union relationship with Teamsters Local 848
- Addresses union grievances
- Work closely with project managers on a daily basis to ensure service is running efficiently
- Work closely with maintenance managers to ensure vehicles are maintained to standards
- Work with operations staff to ensure all safety standards are met
- Member of MV's Location Safety Committee

Provides fixed route service to the following government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

Also provides oversight of the following contracts

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaway Vehicles
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
City of Whittier DAR	14 Buses	Unleaded	Cutaway Vehicles
City of La Mirada DAR	10 Buses	CNG/ Unleaded	Cutaway Vehicles
City of Irvine iShuttle	17 Buses	CNG	Cutaway Vehicles
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles

# Stephen Allan

## Project Manager

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### **General Manager, Super Shuttle (Orange County, CA)**

**1998 to 2007**

- Responsible for the airport operations and management of the Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions including payroll, AP/AR, and subcontractor billing
- Mentored staff, assisting every department with daily operations

### **President/Franchise Owner, Super Shuttle (Orange County, CA)**

**1994 to 1998**

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

### **General Manager, Super Shuttle (Los Angeles, CA)**

**1991 to 1994**

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

### **Accountant/Payroll, Super Shuttle International (Los Angeles, CA)**

**1986 to 1991**

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

### **Accountant, 24-Hour Airport Express (La Habra, CA)**

**1986 to 1991**

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

## **Education and Training**

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### **Cal State University Fullerton**

**1986**

- Bachelor of Arts – Business Administration

# Martin Camargo

## Maintenance Manager

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*Mr. Martin Camargo is MV's proposed maintenance manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Responsible for quality assurance of all shop employee work, including 10% re-rack program
- Diagnose engine and drivability issues
- Responsible for labor scheduling and planning in shop; improved mechanic productivity, and efficiency
- Ensure proper maintenance and care of on board technology including MDTs, DriveCam, radio systems, and security camera systems
- Administer Trapeze EAM maintenance management software program to ensure accurate costing and records
- Maintain preventive maintenance program at 100% PMI on-time performance
- Instill safety culture throughout shop
- Ensure proper vehicle maintenance files
- Analyze repair and road failure data to solve root cause
- Coordinate on site vendor training; promote ASE training program for all technicians
- Coordinate with operations to ensure proper amount of vehicles for pull out each day
- Supervise cleaning of fleet to exceed expectations of contract
- Successfully pass all local, State and Federal inspections

Responsible for maintenance of the following propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7

Also responsible for maintenance of the following vehicles:

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaways
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles

# Martin Camargo

## Maintenance Manager

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

- Oversaw all aspects of maintenance function
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory

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

- Performed the most difficult repair tasks
- Served as a shift leader when required

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

- Tasks included performing all repairs as needed

### **Certifications**

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- ASE certified in Heating, Ventilation, and AC
- MACS Certified – as required by Section 609 of Clean Air Act
- Qualified DOT Brake Inspector – MCS
- Proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems – South Coast Air Quality Management District
- STEP-LIFT Service Seminar – Mobile-Tech Corporation
- R-12 refrigerant recovery & Recycling – International Mobile Air Conditioning Association
- Commercial Bus Maintenance Workshop – Blue Bird Service School
- Cummins INSITE™ diagnostic software trained

# Lina Parten

## Safety and Training Manager

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*Ms. Lina Parten is MV's proposed safety and training manager for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Safety Training Manager, MV Transportation, Inc. (Paramount, CA) 2009 to Present**

- Oversee all safety and training practices and functions for 9 contracts operating 81 vehicles and 128 employees
- Serve as Safety Official which includes serving as the company's liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted in accordance with FTA and DOT regulations
- Complete all DriveCam review and counseling

#### **Operations Manager, MV Transportation, Inc. (Paramount, CA) 2007 to 2009**

- Oversight of daily operations for the DowneyLINK service using (7) 32 ft. Eldorado buses and 11 vehicle operators
- Daily management of the Lynwood service using 4 Ford cutaways, 1 trolley and 6 vehicle operators
- Completed NTD reporting for DowneyLINK, Lynwood, Norwalk, and Compton services

#### **Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA) 2006 to 2009**

- Supported 118 operators and 80 service vehicles for nine contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

#### **Vehicle Operator, MV Transportation, Inc. (Paramount, CA) 2004 to 2006**

- Transported passengers for Cerritos on Wheels fixed route service

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

- Prepared curriculum and supporting materials
- Administered lessons and served as substitute teacher
- Conducted evaluation and follow-up as needed for students

# Lina Parten

## Safety and Training Manager

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### **Education, Training and Certifications**

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#### **Cerritos College, Cerritos, CA**

- 2002 – Associates Degree in HR, Business

#### **Certifications and Additional Training**

- 2008 – California DMV Employer Testing Examiner Certified
- 2008 – TSI/FTA Bus Collision Prevention & Investigation
- 2007 – Norwalk Adult School – Advanced Excel
- 2006 – TSI/FTA Certified Instructor
- 2006 – TSI/FTA Reasonable Suspicion

# Lina Parten

## Safety and Training Manager

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### References

- Martin Ward, Deputy General Manager – Operations Durham Region Transit, (Oshawa, Ontario, Canada) 905-668-7711 Ext 3700
- Martin Browne, Transit Manager, City of Whittier, CA, (562) 567-9480
- Eric Rosales, Transit Coordinator, City of Downey, CA, (562) 904-7220

# Fadi Chakbazof

## Regional Vice President of Operations

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*Mr. Fadi Chakbazof is MV's regional vice president for the Southwest region.*

### **Experience**

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#### **Regional Vice President, MV Transportation**

***June 2013 to Present***

- Ensure operations meet or exceed client expectations regarding quality, efficiency, and productivity
- Serve as customer liaison, ensuring all client communications are accurate, timely, and meet client needs
- Provide direction and assistance to general/contract managers regarding service performance, labor relations, and personnel matters
- Ensure services are provided according to all contractual and company policies
- Negotiate labor contracts and assist management working within a union environment
- Accountable for the efficiency of personnel, communications, and morale
- Create and administer budget, manage staffing levels

#### **Region Operations Manager, First Student (Southwest Region)**

***May 2009 to June 2013***

- Responsible for Inland CA, AZ, NM, CO
- Oversaw the operations of 25 contracts in 16 locations in four states operated by 2,000 employees
- As regional vice president, was responsible for more than 60 contracts in 22 locations operated by more than 4,800 employees

#### **Region Finance Director, First Student (Southern Pacific Region)**

***November 2007 to March 2008***

- Oversaw all financial operations in the region
- Worked closely with the Regional Vice President on all strategic plans and operational decisions

#### **Area General Manager, Laidlaw Education Services (City of Industry, CA)**

***June 2006 to November 2007***

- Oversaw all aspects of operations in two states
- Supervised 14 direct reports and approximately ,000 indirect employees
- Assisted in labor negotiations
- Improved operational and financial efficiency
- Improved key performance indicators

#### **Lead Area Controller, Laidlaw Education Services (Riverside, CA)**

***May 2005 to July 2006***

- Oversaw all accounting and finance functions
- Worked on implementation of Six Sigma programs and had Six Sigma Champion Training
- Analyzed capital expenditures for financial sensibility
- Formulated \$160 million annual budget and quarterly forecast



# Fadi Chakbazof

## Regional Vice President of Operations

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### **Area Controller, Laidlaw Transit (Riverside, CA)**

*January 2002 to April 2005*

- Oversaw all accounting and finance functions for \$80M revenue
- Participated in developing the area's growth and long-term operational and finance strategies
- Developed pricing for new customers and analyzed operational efficiencies
- Analyzed new business opportunities and potential new acquisitions
- Performed monthly and quarterly variance analysis and presented explanations to upper management

### **Education and Training**

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#### **Western State University College of Law (Fullerton, CA)**

- College of Law
- Juris Doctor (JD) Degree

#### **University of Southern California (Los Angeles, CA)**

- Bachelor Degree
- Business Administration

# Kenneth Pouncey

## Director of Maintenance

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*Mr. Kenny Pouncey is MV's proposed director of maintenance for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Director of Maintenance, MV Transportation, Inc. (Western US) 2005 to Present**

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

#### **Program Manager, Complete Coach Works (Southern California) 2004 to 2005**

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

#### **Senior Director of Maintenance, Connex/TCT (Los Angeles, CA) 2003 to 2004**

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

# Kenneth Pouncey

## Director of Maintenance

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- Developed bid specifications and monitored client vehicle procurements and refurbishments.
- Managed construction programs for facility lease hold improvements.

### **Senior Technical Specialist, Parsons Brinckerhoff (Houston, TX)** **2001 to 2004**

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

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

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

# Kenneth Pouncey

## Director of Maintenance

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- Prepared bid specifications and assisted in generation of staff reports for capital purchases.
- Provided intensive training and coaching for employees.

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

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

### **Maintenance Manager**

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

### **Training Instructor, Long Beach Transit (Long Beach, CA) 1983 to 1995**

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

### **Maintenance Supervisor**

- Responsible for planning, coordinating, and directing a team of 12-15 mechanics that repaired and serviced transit vehicles.
- Provided training and coaching for employees, and conducted employee counseling and performance evaluations.

# Kenneth Pouncey

## Director of Maintenance

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- Enforced and administrated employer policies, procedures, and provisions of the labor agreement.
- Developed and systematized written procedures for repetitive repairs.
- Prepared, in conjunction with the Purchasing Department, bid specifications for the purchase of shop equipment.

### **Maintenance Mechanic**

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

### **Education and Training**

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#### **California State University Long Beach, University Extension Services**

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

#### **Universal Technical Institute, Phoenix, Arizona**

- Diesel Mechanics and Automotive Repair – Certificate awarded March 1982

# Hector Vargas

## Director of Safety

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*Mr. Hector Vargas is MV's proposed director of safety for the County of Los Angeles Shuttle Services.*

### **Experience**

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#### **Director of Safety, MV Transportation (Los Angeles, CA) 2010 to Present**

- Accountable for leadership and review of the employee qualification process and ensure all new hires meet minimum qualifications including background and DMV checks
- Responsible for conducting audits to ensure MV's safety training programs are of the highest caliber
- Work with MV's local teams to promote a safety first culture, providing guidance to trainers and monitoring MV's compliance with all company, state, federal and local safety/training regulations

#### **Director of Safety, MV Transportation (Los Angeles, CA) 2007 to 2010**

- Responsible for Safety and Training Program for 140 operator workforce and 70-vehicle fleet. Conducted continuous training for instructors and staff. Supervised one classroom and two behind the wheel trainers
- Conducted regular audits of employee training files and vehicle maintenance files
- Conducted regular facility safety audits ensuring compliance with OSHA regulations and related corporate policies
- Responsible for recruiting and screening candidates for employment
- Conducted pre-employment interviews and monitor hiring process
- Responsible for investigation, documentation of accident and injury incidents involving all company vehicles
- Provided regular reports to local and corporate management on safety department efforts, claims status, training efforts, accident history, worker's compensation and other required information

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2004 to 2007**

- Assisted with daily operations, providing general supervision, support, recommendations and evaluation of transportation personnel, including 10 behind the wheel trainers, two classroom instructors, and 215 operators
- Conducted pre-employment interviewing, scheduled physicals and drug tests, and final evaluations for new hires
- Supervised and coordinated all driver training programs, trained, supervised, and delegated instructors
- Provided productive informative in-service meetings, safety trainings, monitored safety committee, and ensured that all safety programs and practices were implemented. AFR decreased from 3.67 to 1.64

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2002 to 2004**

- Oversaw renewal and refresher training for 150 drivers, supervised behind the wheel and classroom instructors

# Hector Vargas

## Director of Safety

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### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2001 to 2002**

- Oversaw 250-driver workforce
- Supervised staff of five behind the wheel and one classroom instructor
- Passed all CHP audits evaluating drug and alcohol compliance and facility

### **State Certified Behind the Wheel Trainer/Instructor, Laidlaw Education Services (Los Angeles, CA) 1998 to 2001**

- Conducted behind the wheel training and classroom instruction to ensure safe driving practices, bus inspection requirements and adherence to transportation policies, rules, and regulations
- Maintained all State, Federal, OSHA, and company required records for all employees and trainees
- Developed training program for potential bus drivers; arranged for final testing and licensing; assisted supervisor with the selection and evaluation of new drivers

### **Education and Training**

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- Commercial Class B license with passenger endorsement and airbrakes
- Certified and licensed to conduct classroom, behind-the-wheel, and in-service instruction
- Workers Compensation Certified
- American Red Cross Instructor
- Behind-the-Wheel Trainer
- OSHA Certified
- Reasonable Suspicion Certified
- Accident Investigation Certified
- Smith System Instructor
- State of California, Department of Education School Bus Driver Instructor's Certificate
- State Instructor's Certificate- California Department of Education
- School Bus Driver's Certificate - California Highway patrol
- Bilingual English/Spanish State of California Department of Motor Vehicles tester to certify California Class B Commercial Driver's Licenses (CDL) with Air Brakes and Passenger endorsements



## 6. Work Plan/Maintenance Staffing

### a. Staffing Plan / Maintenance Staffing Plan

#### a.1. Key Personnel

##### Project Team

##### ***Stephen Allan, Project Manager***



Mr. Stephen Allan is MV's proposed project manager for this service. Mr. Allan brings a wealth of experience to the County, with a career of nearly 25 years in transportation management. He has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

Mr. Allan joined MV in 2008, and currently manages multiple fixed route and paratransit transportation contracts encompassing 151 employees. Prior to joining MV, Steve served as general manager for Super Shuttle in Orange County where he was responsible for management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport.

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

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

Mr. Allan exceeds the County's requirements of minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. As documented above in proposal section 5.g. *Compliance with Experience Requirements*





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of Project Manager, Mr. Allan's project manager oversight of DowneyLINK, King Medical Center Shuttle, and Cerritos COW clearly qualifies him for this position.

Please refer to Mr. Allan's resume following this section of the proposal.

**Martin Camargo, Maintenance Manager**

MV is pleased to present Mr. Martin Camargo as maintenance manager for the County's Shuttle Services. Mr. Camargo brings 24 years of maintenance experience to the County.

Mr. Camargo's experience in the field of public transit vehicle maintenance includes fifteen years in senior maintenance management positions. Martin has experience with a broad range of vehicle types and alternative fuels.

Since 2001 Mr. Camargo has served as the maintenance manager for MV's Paramount location where he is responsible for maintenance of a 57 vehicle fleet (12 of which use CNG fuel and 24 use propane fuel).

Martin is ASE certified in Heating, Ventilation, and AC and is MACS Certified – as required by Section 609 of Clean Air Act. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV uses for management of vehicles.

Under Mr. Camargo's leadership, proven vehicle maintenance practices are in place to ensure the County's fleet remains in excellent condition. The dedication and technical expertise that Martin devotes to his maintenance shop has resulted in greater fleet reliability, passenger and operator safety, and overall passenger comfort.

Mr. Camargo exceeds the County's requirement of minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. As documented above in proposal section 5.h. *Compliance with Experience Requirements of Maintenance Manager*, Mr. Camargo's maintenance manager oversight of DowneyLINK, King Medical Center Shuttle, and Cerritos COW clearly qualifies him for this position. Please refer to his resume following this section of the proposal.

**Lina Parten, Safety and Training Manager**

Ms. Lina Parten is MV's proposed safety and training manager and will serve as MV's project safety official. She brings 10 years of experience in transportation management, safety and training. Lina will support the County's Shuttle Services,





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providing leadership and guidance to employees, leading operator training, conducting safety meetings, and perform audits and inspections.

Currently, Ms. Parten oversees safety and training practices for transportation operations providing service with 81 vehicles and 128 employees.

Ms. Parten began her career in transportation serving in various positions such as lead dispatch, road supervisor and instructor – all at MV's Paramount Division. Prior to her career in transportation, Ms. Parten worked in Bellflower, California as teaching assistant for the Bellflower Unified School District.



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

## **Regional Team**

### ***Fadi Chakbazof, Regional Vice President***

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

If awarded a contract to operate these services, Fadi will lead all of MV's transition activities, garnering all resources necessary to realize a smooth transition of service. Please find his resume following this section of the proposal.





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***Kenneth Pouncey, Director of Maintenance***

Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.



He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Kenny will work with MV's vice president of fleet and facilities, John Calame, to provide the needed support.

Beginning his career at Long Beach Transit, Kenny progressed from a C-level mechanic to maintenance supervisor. He later served as a maintenance instructor and designed several vocational education programs for transit employees interested in a maintenance career.

In 1995, he joined Ryder/MLS, where he served as the contracted assistant general manager for Foothill Transit, a high-profile transit service and one of the largest contracted fixed bus services on the west coast. He later served as the maintenance manager for the City of Santa Monica's Big Blue Bus.

In 2001, Mr. Pouncey moved to transit consulting, joining Parsons Brinckerhoff in Houston, Texas, where he performed reviews and audits, and made recommendations to municipal agencies regarding their transit fleet. He also worked with Connect/TCT, and Complete Coachworks in Southern California.

Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

Kenny will serve as MV's fleet and maintenance transition lead. He will be onsite frequently to meet with County staff, Mr. Allan, Mr. Camargo, and other key personnel. He will work with MV's transition team to transition the fleet. Please find his resume following this section of the proposal.

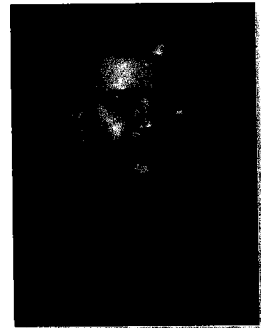


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***Hector Vargas, Director of Safety***

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.



Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.

Mr. Vargas is a Smith System Instructor, a Behind the Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

If awarded a contract to operate these services, Hector will serve as MV's transition lead in the area of safety and training. He will work with County staff, Mr. Allan, and other key personnel to deploy MV's company-wide training and safety programs, and tailor these so that they address the unique attributes of the local operating environment and comply with all safety and training standards set forth by the County. Please find his resume following this section of the proposal.

***Corporate Support Services***

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.



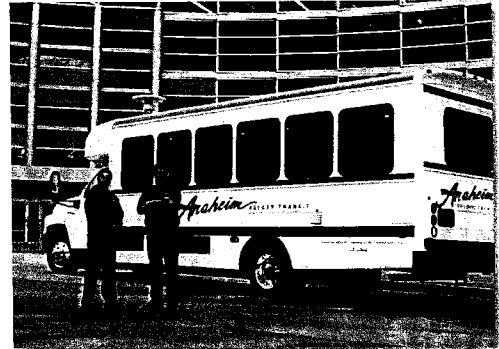


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## a.2. Job Descriptions

### Vehicle Operators

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



The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

When operators report to work, they first check in at dispatch. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

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

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

### Project Manager

The project manager is the daily operational liaison between MV and the County. This person is MV's field representative and the County's advocate. This person must embody the spirit of the Shuttle Services and work in partnership with County, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the County.





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This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

As Project Manager, is also responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's project manager will meet with County staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that project managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

### **Maintenance Manager**

The maintenance manager is responsible for the safe and effective operation of the shuttle fleet. Under the guidance of MV's regional director of maintenance, this person coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the County fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, County, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.





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## Safety and Training Manager

The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.

This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.



She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

## Road Supervisor

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

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

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





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## **Dispatchers**

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with County policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

Standby and extraboard operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

## **Maintenance Staff**

### ***A Level Technician***

The A level technician is the highest-level line mechanic. Under general supervision, A level technicians perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

### ***Vehicle Service Worker***

Vehicle service workers ensure the shuttle fleet is cleaned and fueled to the specifications outlined in the RFP. These persons will work primarily at night to clean, service, and fuel each vehicle in assembly-line fashion as it comes in off the route.

## **a.3. Hiring / Screening and Selection**

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the County in the







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provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.

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

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

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

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

Review Type	Description	Criteria
<b>Motor Vehicle Record Review</b>	Applicants must provide a current and valid driving record that shows an applicant’s driving history.	No more than 2 points in the past three years, with no DWI/DUI convictions within the last 10 years.  Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements.  If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
<b>Criminal History Checks</b>	MV conducts background checks on all employees through Private Eyes Employment Investigators.  Criminal background checks will be conducted for all employees every two years.	Applicants with a criminal conviction will not be eligible for employment.  Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.





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<b>Prior Employment References</b>	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
<b>Pre-Employment Drug and Alcohol Screen</b>	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection.  Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
<b>Pre-Employment Physical Examinations</b>	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice.  Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

### Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – Any current employee who is involved in a serious incident or accident while on duty, whether on or off the company's premises, is required to submit to a drug test.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel





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are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

\*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

MV's Zero Tolerance Drug and Alcohol Testing Program is administered by Mrs. Esther Avalos, Director for Drug and Alcohol Compliance. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services, and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

### **Pull Notification Proof**

MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation's Requestor Code #79787.

### **Retaining Existing Employees – Labor Code 1070**

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal





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background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

### **Personnel Management**

MV's labor management program for all employees starts upon hiring, when each MV employee receives an employee handbook covering the following written standards (please see the employee handbook enclosed with each proposal binder) of conduct and performance:

- **Employment Guidelines:** MV's employment policy and guidelines.
- **Code of Conduct:** Outlines the ethical standards that each employee is held to and provides guidance in determining what behaviors are not consistent with MV's ethics policy.
- **Drug and Alcohol Policy:** Provides a description of MV's Drug and Alcohol Policy, clearly defines the expectations of each employee in this area, and provides due notice of all substance testing.

### **Performance Reviews**

Throughout each employee's term of employment, employee performance is documented in writing in the following manner:

- **Managers, Supervisors, Office and Maintenance Staff Not Represented by a Collective Bargaining Agreement:** Receive an annual performance review that includes a self-assessment worksheet, formal written review from their direct supervisor, and a meeting to discuss performance achievements and deficiencies. Performance is reflected in annual increases and in employment status.
- **Vehicle Operators:** Are evaluated based on performance (accidents, incidents, complaints, compliments) as well as on-road ride checks and observations. Performance is reflected in their employment status as well as the award of performance based bonuses. All wage increases are determined by the defined wage scale.
- **Staff Represented by a Collective Bargaining Agreement:** Are evaluated based on performance (system efficiency, compliments, complaints) as well as an annual performance review by the employee's immediate supervisor. Performance is reflected in their employment status as well as the award of performance based bonuses (when applicable). All wage increases are determined by the defined wage scale.





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A critical component of MV's overall human resources program is its employee relations center. This function is overseen by both an experienced Director and Manager of Human Resources. All involuntary terminations are carefully reviewed, documentation is examined and then a decision is reached to either approve or deny a termination. If the termination involves an employee represented by collective bargaining, MV's Director of Labor Relations is also included in the termination review.

**a.4. Supervisory Tasks – Schedule Adherence Checks**

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team. MV has proposed a full-time 100% dedicated road supervisor for the shuttle services.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations managers will administer progressive discipline pursuant to the collective bargaining agreement.

***Operator Evaluation Procedures***

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.





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- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

#### a.5. Supervisory Tasks

##### Complaint Investigation and Response

MV's project manager, Mr. Stephen Allan will be responsible for complaint investigation and response. He will devote approximately 2% of his time to this function.

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of Mr. Allan and the County. Depending on the nature of the complaint either the project manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint





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- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of all dispatch logs, trip sheets

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment.

Complaints will be resolved within two business days after receipt. MV will notify the County within one business day of the nature of the complaint and report its resolution within three business days. A formal complaint report will be provided to the County and the complaint will be logged and submitted with all monthly reports, as required.

**Supervisory Tasks – Report Writing**

MV’s administration manager, Ms. La Tara Welch will be responsible for reporting all information required by the County. As project manager, Mr. Stephen Allan will hold oversight authority of this important task. Please refer to proposal sections 7.c. *Quality Control Documentation, Review, and Reporting* and 13 *Record Keeping* for a description of MV’s reporting capabilities. MV estimates that 5% of Ms. Welch’s time will be devoted to this task.

**Supervisory Tasks – Training**

MV’s operator training supervisory responsibility rests with safety and training manager Lina Parten. MV estimates that 10% of her will be devoted to this task.

**a.6. Shared Personnel**

Function	Position	Number	% of dedication	Revenue Service Hours
Management	Project Manager	1 FT	10%	5:45am – 7:00pm
	Safety & Training Manager	1 FT	10%	5:45am – 7:00pm
	Road Supervisors	1 FT	100%	5:45am – 7:00pm
	Dispatcher	1 FT	10%	5:45am – 7:00pm
	Vehicle Operators	5 FTE	100%	5:45am – 7:00pm





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Maintenance	Maintenance Manager	1 FT	5%	5:45am – 7:00pm
	A-Level Mechanic	1 FT	20%	6:00pm – 1:00am
	Vehicle Service Worker	1 FT	20%	6:00pm – 1:00am

**a.7. Full-Time Employee Staffing Plan**

Please refer to the Forms List in proposal section 14 for MV’s Form LW-8.

**b. Communication Equipment**

MV communications configuration and equipment comply with RFP Exhibit A requirements for this project.

- **Service Vehicle Communication Equipment:** MV will provide Verizon radios for each service vehicle. This radio system is a proven and exceptionally reliable radio for the service area. Proposal section 9.b. *Communication Equipment* has additional detail on the Verizon radio.
- **Internet Access and Email:** MV’s location is equipped with Internet access. All managers have access to email communications. The County will have access to MV’s team through email, business phone landlines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.







### **c. Storage and Maintenance Facilities**

MV's maintenance facility complies with RFP Exhibit A requirements for this project.

MV will base operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its facility located at 7209 East Rosecrans, in Paramount, CA 90723. This facility provides approximately 1,500 square feet of operations space, five offices and five workstations, dispatch office, operator break area and one training room. The facility also has adequate secured storage for tools, equipment, and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-thru service bays. The facility has an appropriate ANSI-approved hydraulic lift capable of fully lifting the heaviest County service vehicles six feet above the ground for maintenance purposes.

The yard is situated on two acres of paved outdoor vehicle storage space, with a 15,000 gallon on-site propane fueling tank and a 10,000 gallon gasoline tank. The area is securely fenced and well lit. Regarding CNG fueling, MV's facility is located 2.1 miles away from a fueling station at 701 N. Bullis Rd. Compton, CA.

In addition, MV will provide all tools and equipment needed to perform preventive maintenance, service the vehicles, perform component adjustments, and make mechanical repairs. MV-provided tools and equipment include but are not limited to compressed air supply, tire-changing equipment, battery maintenance equipment and spare batteries, and vehicle lubrication equipment.

MV will also provide the equipment necessary to wash and clean vehicles ensuring all County requirements are met.

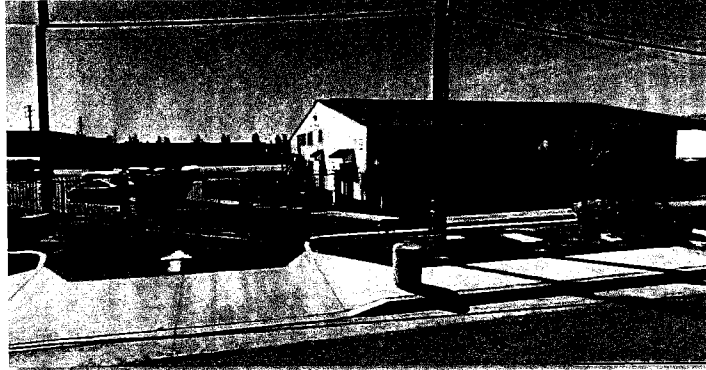
The Avocado Heights, Bassett, West & East Valinda Shuttle Services will be operated out of MV's Paramount facility and remotely parked at Performance Truck, a trusted MV vendor with a relationship of more than 20 years. The Performance Truck site is fenced and lighted. They are located at 892 West 10th Street, Azusa, California, 91702.





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**d. Timely Response with ADA Compliant Vehicle**

Each day MV will have available a ready bus, which is an ADA compliant vehicle that has received a pre-trip inspection, is parked at the facility, and is ready to leave at a moment's notice. This vehicle will be used in the event that a replacement vehicle is needed, within the 30-minute response time as required in the RFP.

MV teaches its operators that complying with the requirements of the ADA is not only required by the law, but it's also a display of professional skill and respect in the services provided to the disabled. MV's ADA training includes:

- The ADA provisions for making public transportation readily accessible to individuals with disabilities, including individuals who use wheelchairs. How the ADA extends to individuals with disabilities comprehensive civil rights protection similar to that provided to persons on the basis of race, sex, national origin and religion under the Civil Rights Act of 1964. As it relates to public transportation, the requirements that the ADA mandates.
- Provide assistance to people with disabilities with the boarding and alighting process whenever they request help. Assistance should be offered politely but never forced upon an individual who does not desire such assistance. This assistance includes making the lift available to passengers who do not use a traditional mobility device, for example, a passenger who uses a cane.
- Announce bus stops on fixed route service. This ensures that passengers who are visually or cognitively impaired will know when to get off of the bus.
- Ask ambulatory passengers to make the priority seating seats (if applicable) available for passengers with disabilities on fixed route service.
- Permit a disabled passenger who uses a mobility device (wheelchair, scooter, etc.) to be transported in the mobility device. While you can ask a disabled passenger



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to transfer to a bus seat, you cannot require the passenger to transfer to the seat if they choose to remain in their mobility device.

- Permit disabled passengers to board with their guide animals. This may include animals other than guide dogs.
- Verify the functioning of the lift device by cycling it each service day during the pre-trip inspection and documenting this on the daily vehicle inspection report (DVI).

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

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

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

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

**f. Transit Security Plan**

MV's transit security plan promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

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

**Safety Policy Manual**

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 35 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/





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hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

### Safety Training

#### *Operator Training and Certified Instructor Programs*

MV’s operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

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

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

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

#### *Operator Training Refresher*

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

Type of Retraining	When it is provided	Length of Training	Description of Training
<b>Return to Work (after 30 days or more of inactive status)</b>	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
<b>Post-Accident / for cause</b>	Required for any vehicle operator who has received a	Varies based on the operator's	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to





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	“preventable” rating for an accident/ incident. This training must be scheduled and given within 10 days following the formal accident rating.	ability to perform the appropriate tasks to standard.	the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
<b>Seasonal Refreshers</b>	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
<b>Biannually</b>	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.

**Safety Awareness**

Among its many initiatives promoting safe behavior, MV’s strength lies in its approach to cohesive safety messaging and recognition.

Although each of MV’s operating locations have unique characteristics, all deliver a common message – safety is MV’s number one priority – and all use the same vehicles to deliver this message.

**Daily Safety Message**

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

**Location Safety Committee**

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

The LSC has a significant role in implementing MV’s System Safety and Security Program and reducing and resolving location hazards. The LSC comprises one or





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more representatives from each department, and is facilitated by Mr. Allan and the safety manager.

### **Safety Meetings**

Safety meetings offer an opportunity to provide Verification of Transit Training Document (VTT) required refresher training and address timely topics. All employees must attend this hour long meeting twelve times per year.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting topics are issued by MV's safety department, and address topics in Fleet Safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

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

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

### **Safety Recognition Programs**

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

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.





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- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

### Safe Driving Behavior Using DriveCam

In 2004, MV launched a national safety initiative to install the DriveCam system in its operating vehicles. Today, more than 8,000 of the vehicles operated by MV benefit from DriveCam. With the County's permission, MV will install DriveCam in each of the shuttle vehicles.



DriveCam allows for proactive operator behavior modification that addresses unsafe driving habits before an accident occurs.

Through the systematic identification of unsafe driving behaviors, corrections can be made to reduce the number of vehicular incidents, and collisions in government and commercial vehicles. It has reduced vehicle damages and costs (workers' compensation and personal injury) up to 80 percent<sup>1</sup> and has been installed in more than 185,000 vehicles.<sup>2</sup>

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

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

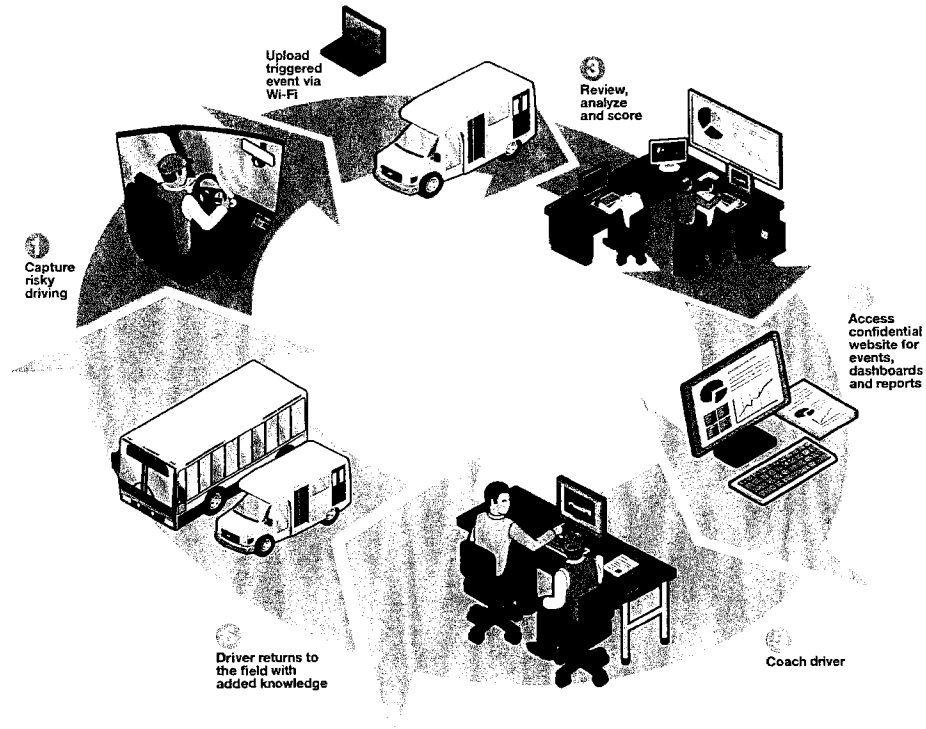
<sup>1</sup> <http://www.drivecam.com/our-solutions/proven-benefits>

<sup>2</sup> <http://www.drivecam.com/our-company/about-drivecam>





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

As coaching opportunities are identified, they are brought to the attention of the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV’s employment policies. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

MV has invested significantly with DriveCam and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Max Kabrich) to support MV’s local team.

Although an employee of DriveCam, Mr. Max Kabrich is assigned full-time to MV’s operations and is based at MV’s Dallas Texas headquarters. Max’s presence within





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MV's DriveCam program ensures the most up to date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with DriveCam's executive team.

## Inspections and Compliance

### *Compliance with Regulatory Agencies*

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

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

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

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





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### ***Safety Inspections***

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:


- **Safety Management Inspections:** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.
- **Maintenance Safety Inspection:** These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and annual safety inspections. These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility.

MV also welcomes County facility inspections.

### **Risk Security Threat Reduction**

#### ***System Security Awareness Classroom Training***

MV's classroom training includes a 30-minute presentation of the Warning Signs video,  **NTI** National Transit Institute produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

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

Employees are taught to thoroughly inspect vehicles and work areas for anything out of place, and to report anything suspicious. Stressing caution and common sense, the training gives guidelines for appropriate suspicion without profiling, observing a suspicious person's behavior, location, and the time rather than their attire or skin color. The training also discusses suspicious packages, gives guidelines for





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identifying chemical and biological weapons, and what steps to take in the event of an emergency.

### **System Safety Program Plan (SSPP)**

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

The goals of MV's Safety Plan are to:

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

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

### **System Security and Emergency Preparedness/Transit Security Plan**

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

MV's Transit Security Plan will meet all County requirements. MV will work closely with the County to ensure all County needs are adequately addressed in its plan.

### **Online Safety Support Resources**

*The Safety Resource Center (SRC)* is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV's safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

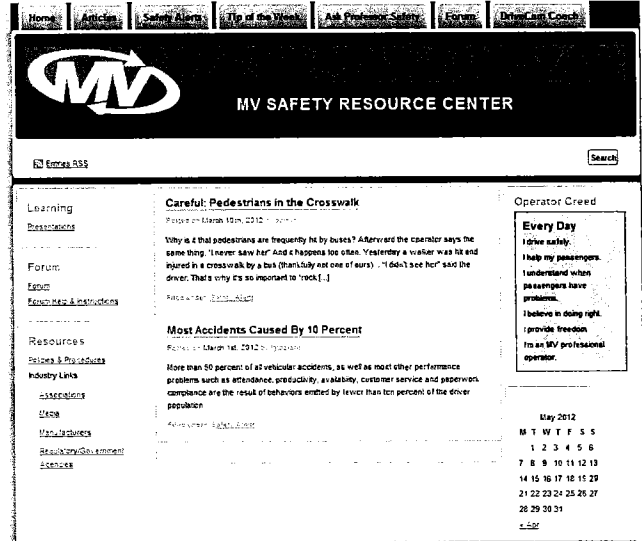
The SRC is a dynamic portal that contains up to date safety-related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:





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- **Articles and Alerts:** New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
- **Ask Professor Safety:** A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.
- **Safety Tips:** Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.
- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.
- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.





## g. Training

### Operator Training Program

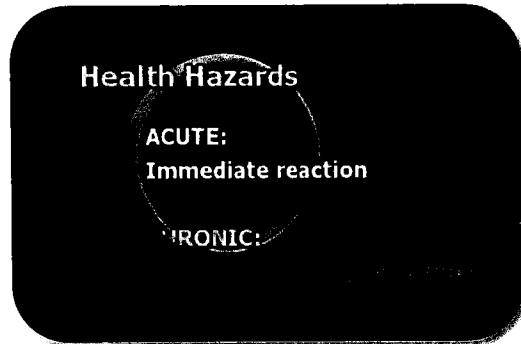
In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective, cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura’s Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g, unique service area, specific vehicle or service type, and dispatch procedures.



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.





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### ***Training Formats***

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
<b>Total:</b>	<b>83.75 hours</b>

### **Classroom Training**

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



**Interactive Employee Panel Training Discussion**

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are provided in the appendix of this proposal.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.



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### **Pre-Driving Skills**

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### **Observation**

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

### **Behind the Wheel (BTW) Training**

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

### **Cadet Training**

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the service area.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### **Post-Training Testing and Remedial Training**

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.





## ***Training Highlights***

### **Defensive Driving - LLLC**

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### **Sensitivity and Passenger Assistance**

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It







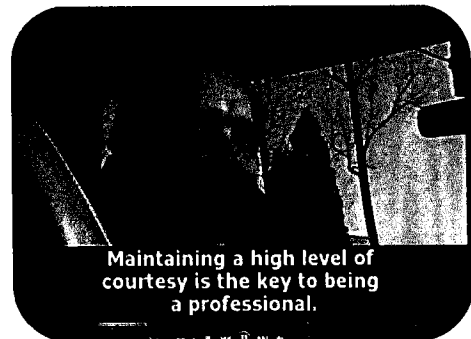
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explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### **Customer Service**

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.



START Training teaches operators the “how”, “when”, and “why” of providing customer service to passengers, coworkers, and supervisors, including making customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

### ***CPR and First Aid Training***

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

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

- The importance of quick response to first aid situations
- Basic first aid intervention
- Basic adult cardiopulmonary resuscitation (CPR)
- Universal precautions for self-protection

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

- Shock
- Bleeding





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- Poisoning
- Burns
- Extreme temperatures
- Musculoskeletal injuries
- Animal bites and insect stings
- Medical emergencies
- Confined spaces

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

## Dispatcher Training

### *On-the-Job Training*

Dispatcher training is administered across a 40 hour work week, primarily as on on-the job training. During the course of that training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy and procedure
- **Dispatcher Overview:** Introduction to the job, roles and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements for fixed route service
- **Telephone Doctor:** Telephone courtesy, customer relations and problem solving techniques (see description below)
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby/extraboard, daily labor control, checking DVIs and paperwork.
- **Operator Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes attendance procedures, extra board management, and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events





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such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

### **Telephone Doctor Customer Service Training**

In addition to on the job training, dispatchers and all office staff are required to attend the Telephone Doctor customer service training. This is a 2.5 hour program that focuses on improving communication with customers. The eight training modules are as follows:



- **The Service Mentality:** This teaches the proper mind-set for serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.
- **Determining Needs:** Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- **Changing Perception:** Learning non-visual communication and relaying a positive attitude on the phone.
- **Coaching Skills:** Ways to improve performance and develop managers and supervisors through training, coaching and counseling,
- **Five Forbidden Phrases:** What they are and how passengers will react, and how to change the message to achieve results.
- **Six Cardinal Rules of Customer Service:** Real-life examples of what to do (and what not to do) when faced with common situations.
- **Proactive Customer Service:** Building rapport with regular callers, and providing adequate information the first time.
- **The Welcomed Guest:** Enhancing employees' ability to represent the service.

### **Road Supervisor Training**

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:



- **Observation Techniques:** This provides an overview of the training and discusses the role of the road





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supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.

- *At-Risk Operator Behaviors:* Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)
- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- *Coaching the Professional Operator:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## Maintenance Training

### ***Basic Training***

Candidates hired to MV's shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and County policy, procedures, and requirements is provided. This training is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze Enterprise Asset Management (EAM), and review of all safety procedures and hazmat requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Alternative fuel safety and inspection





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- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating

### ***Ford Motor Company Training***

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

### ***ASE Certification Program***

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. If an employee attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



### ***Factory and Manufacturer Training***

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Goodyear, Supreme, and Bluebird) for training.

## **h. Recruitment and Replacement**

Please refer to section **Error! Reference source not found.**, *Hiring/Screening and Selection* for MV's hiring practices.

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





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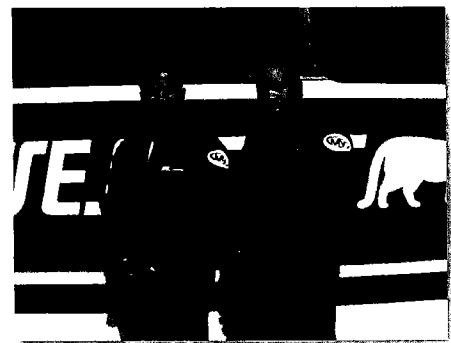
MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.
- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

## i. Uniforms and Identification Badges

MV will work with the County to establish a formal uniform policy by which all operators must abide. MV will seek the County's input on uniform design and color scheme in order to improve the visibility and recognition of the Shuttle operator team.

All vehicle operators are required to wear a uniform provided by MV. Uniforms will include shirt/blouse or collared polo shirt, and slacks, skirt, or Bermuda shorts. Uniforms are kept clean and neat at all times. While on duty, operators wear nametags with their names and badge numbers clearly visible at all times. All of these items are collected from any operators being separated from MV.



## j. Communications

### Dispatch and On Road Communications

As operators report for work, the dispatcher will update the Operator Sign-On Log and hand the operator their run sheets. The operator will complete his/her pre-trip





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inspection on the vehicle and will radio the dispatcher when leaving the yard. The dispatcher will record the time the operator leaves the yard on the Pull Out Log.

Operators must complete the run sheet, indicating the arrival and departure time of each stop. Before leaving the last stop to return to base, operators must contact dispatch and walk through their bus, making sure the vehicle is clean and that no lost items are on the vehicle and that all passengers have exited the bus.

MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

At the end of the service day and/or upon completion of the route, operators will return to the yard and radio the dispatcher upon arrival at the yard so the dispatcher can record this time. Operators will complete the post-trip inspection, tidy up the vehicle, and return their keys and completed run sheet to the dispatcher. The dispatcher will check each operator out on the service log and review the Operator Log.

### **Effective Radio Communications with Dispatch**

All operators are trained in and required to follow the following radio communication procedures. Operators are expected to:

- Ensure the radio is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only MV-provided radio, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the radio at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Always keep the microphone in the mic holder. This will prevent open mic situations.
- Avoid operating the radio while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Monitor radio transmissions to make sure that the radio is open before attempting to transmit (watch the 'busy light'). This will keep the operator from interfering with other transmissions.





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- Depending upon County policy, use either the route number or bus number when calling dispatch.
- Hold the microphone approximately two inches from the mouth when transmitting and hold down the microphone button for two seconds before beginning to speak. This will prevent the beginning of the transmission from being cut off.
- Plan messages in advance so that they are short and concise.
- If a transmission has not been heard for more than five minutes, conduct a radio test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the radio to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.
- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use County or MV provided codes whenever possible to expedite and clarify radio communications.

### **Communication with the County**

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

### **k. Response to Contingencies and Emergencies**

MV's supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and road calls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Assignment of extraboard shifts during peak hours
- Daily assignment of standby operators
- Assignment of pre-tripped, standby vehicles the operating facility
- Support vehicles dedicated to operator relief







## **Extraboard Operators**

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of an operator deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the division, they are provided route paddles to assist them in throughout the service day.

## **Standby Operators**

Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, road call, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

## **Backup Vehicles**

Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or road call.

## **I. Transition Plan**

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

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

## **Implementation Methodology**

MV's implementation methodology is built upon effective communication and relentless attention to detail. Daily MV transition meetings are a core component to ensuring effective and frequent communication among the transition team while quickly correcting problems. The focus of these meetings is to review the complete startup plan and to identify successes and challenges. Biweekly meetings with the





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County will keep County staff informed and up to date on MV’s activities. These meetings also provide an opportunity to communicate potential challenges.

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

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

### Management Approach

Mr. Fadi Chakbazof will oversee all startup activities and serve as MV’s full-time transition manager for this project. He will work closely with Mr. Allan, the local management team, and regional resources to direct all elements of the transition.

The table below represents the responsibilities of MV’s transition team.

<b>Transition Duties</b>	<b>Responsible Team Member</b>
<b>Team Oversight</b>	Fadi Chakbazof, Regional Vice President
<b>Client Liaison &amp; Contract Compliance</b>	Fadi Chakbazof, Regional Vice President Steve Allan, Project Manager
<b>Scheduling &amp; Operator Assignments</b>	Steve Allan, Project Manager
<b>Operator Training &amp; Recruiting</b>	Lina Parten, Safety & Training Manager
<b>Security / Emergency Planning &amp; Assessments</b>	Lina Parten, Safety & Training Manager Teryl Woods, VP of Safety
<b>Human Resources</b>	Cristina Pereira, Director of Human Resources
<b>Passenger Relations</b>	Steve Allan, Project Manager
<b>Service Quality &amp; Contract Liaison</b>	Steve Allan, Project Manager Doug Gies, President Southwest
<b>Fleet Transition, Maintenance, Equipment &amp; Facilities</b>	Kenny Pouncey, Director of Maintenance Martin Camargo, Maintenance Manager
<b>Personnel &amp; Training</b>	Teryl Woods, VP of Safety
<b>Budgeting &amp; Finance</b>	Kimberly Friedmann, Director of Accounting

### Resource Transition

#### *Personnel Resources*

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as





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possible, provided they meet the minimum qualifications, have a strong employment record, and receive County approval. These individuals will be retained in their present position, at their current seniority.

All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

### ***Vehicle Operator Training***

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

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

MV will request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. Should this request be denied, MV will advise employees to obtain copies of their training files directly.

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

### ***Fleet Transition***

MV has extensive experience in fleet transitions and understands the provisions of this process. MV will schedule fleet acceptance inspections with the County and the outgoing service operator. These inspections will occur prior to transitioning the fleet, with ample time to complete any necessary corrective maintenance.

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





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## Outreach

### *Personnel Outreach*

MV will retain as much of the existing workforce as possible. To keep this team engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.

Scheduled informational sessions will explain the transition process and will be held during off-peak service hours. MV staff will be available at these meetings to assist existing personnel with the MV application process.

A toll free number will also be provided to employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.

There will likely be a few employees who may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

### *Working with the Community*

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV will establish a Passenger Transition Committee. This committee comprises passengers, County staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.

Steve Allan will facilitate this committee, and establish clear, open and honest communication about how the transition is progressing.



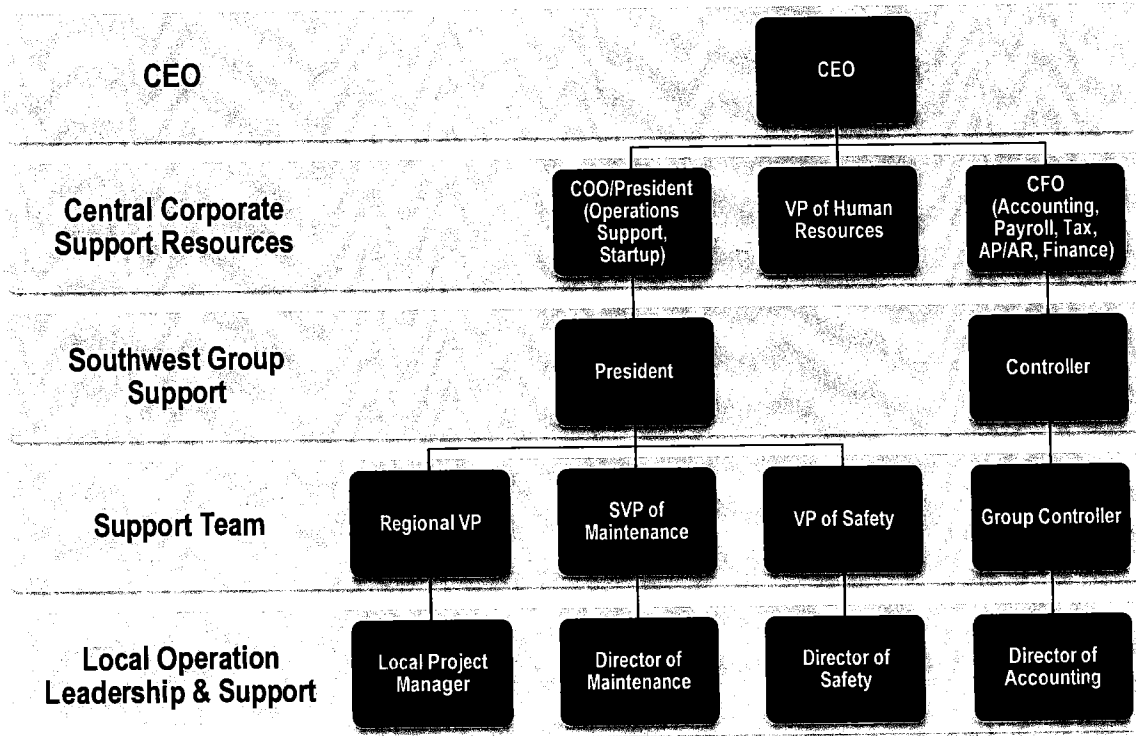


## 7. Quality Assurance Program

### a. Policies and Procedures

As project manager, Mr. Allan will be responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.





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## **Operational Control Programs**

### ***Road Supervision and Operator Evaluations***

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.

### ***Dispatch Monitoring***

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed.

The project manager will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally callers requesting to speak to a supervisor.

## **b. Inspection Fundamentals**

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

**Safety Inspections (performed by: safety and training manager, frequency: monthly)** – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

**Safety Audits (performed by: director of safety, frequency: semiannual)** – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all





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employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.

**Facility Audits (performed by: regional director of maintenance, frequency: annual)** – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

**Preventive Maintenance Inspection “Rerack” (performed by: maintenance manager, frequency: monthly)** – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10% of the fleet under the PM inspection to ensure completeness.

**Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual)** – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training.

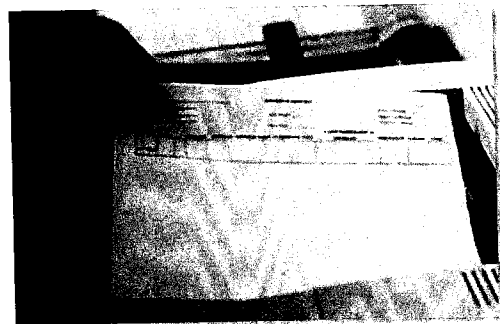
Regarding MV’s method to correct deficiencies, MV requires that an action plan be developed to resolve any issues identified. The action plan is monitored by the regional vice president to ensure successful results.

Samples of quality assurance review forms are included in the appendix for the County’s review.

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

### c. **Quality Control Documentation, Review, and Reporting**

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. MV uses the Lawson Accounting and HR ERP and other third party data collection systems.



As required, MV will track the performance requirements as outlined in Exhibit F, to ensure it is meeting the standards outlined by the County and the Company:





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- Permanent service vehicles;
- On-time performance;
- Service vehicle not available;
- Complaints;
- General reporting;
- National Transit Database reporting;
- LACMTA Re audit of annual NTD report
- Weekly maintenance inspections;
- Daily vehicle inspection (DVI) reports;
- Preventive maintenance;
- Shutdown of vehicles;
- Deficient vehicle condition;
- Vehicle emissions (engine smog);
- Permanent vehicle rejection;
- Incorrectly set destination signs;
- County service vehicle warranty;
- Off-routing;
- Controlled substance and alcohol testing;
- Maintenance personnel;
- Trips not made;
- Non-ADA service vehicle;
- Violation of storage and maintenance facilities;
- Storage of County service vehicles;
- Implementation of email and internet access;
- 24-hour contact;
- Unresolved service vehicle claims;
- Service vehicle transfer audit;
- Health, safety and comfort;
- Personnel;
- Timely repairs to County-provided service vehicles;
- Fines by regulatory and governmental agencies; and
- AVL devices

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

MV will maintain all records for the life of the contract through its fleet management computer system. All documents are available to the County.







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### Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV's team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV's regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV's regional vice president and vice president of business development will meet frequently with County staff to discuss the local team's performance. As needed, these individuals will garner additional resources necessary to correct any issues.

Please refer to proposal section 13. *Record Keeping* for additional information.





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## 8. Subcontractors

MV will not use subcontractors in the performance of this work.



MV TRANSPORTATION, INC.



## 9. Equipment/Proposer-Provided Spare Service Vehicles

### a. Equipment



All proposed equipment is listed on Form PW-19, provided with this proposal. Please refer to the appendix of this proposal for additional detailed vehicle information.

In addition to the County provided vehicles, MV will provide one new 2014 ADA and CARB compliant, Starcraft Allstar 25ft. CNG Cutaway

vehicle that meets all specifications outlined in Exhibit A and Exhibit I detailed in the vehicle specifications list below.

### Vehicle Specifications

Minimum 14,000 LB GVWR

7,000 lbs. front axle (GAWR)

10,000 lbs. rear axle (GAWR)

Spring suspension front and rear (option for rear air)

159 to 178 inch wheelbase

Four-Wheel Disc Brakes

20- or 16-passengers with two-wheelchair positions

Vertical stanchions throughout perimeter seating

86,000 BTU passenger area air-conditioning system

24,500 BTU operator area air-conditioning system

35,000 BTU passenger area heater

Passenger pull cord system

"Stop Requested" sign

Backup alarm





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Rican model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements

ADA-compliment securement system for two-wheelchair passengers

10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit

Outside signage

Fare box

## b. Communication Equipment

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

- **Service Vehicle Communication Equipment:** MV's proposal includes the Verizon push-to-talk network for use by vehicle operators. The units are the Samsung Convoy 2. Each phone has its own dedicated push-to-talk number. MV will have a sufficient number of radios for all necessary personnel in the network for push-to-talk. There will be unlimited coverage throughout the entire service area and Verizon Network.

This system enables dispatch or management team to talk discretely to each vehicle separately or to all vehicles at the same time. This improves one-on-one communication with operators.

MV will have spare units on hand. If one should break down on a vehicle that is in service, MV's road supervisor will meet the vehicle at its next stop to replace the unit.

- **Internet Access and Email:** MV's location is equipped with Internet access. All managers have access to email communications. The County will have access to MV's team through email, business phone land lines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.





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- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

### c. Equipment Maintenance Program

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



Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.

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

#### c.1. Service Vehicle Condition

MV is the leading provider of transportation services in the State of California, responsible for more than 100 operating contracts – all of MV's California





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operational facilities and vehicles are subject to California Highway Patrol (CHP) inspections, and the preventive maintenance programs exceed these requirements. Over the last five years MV has been subject to hundreds of these inspections as well as numerous Federal Transportation Administration (FTA) Triennial Audits.

MV understands its obligations under CHP regulatory compliance, and its locations have a superior history with these inspections.

**c.2. Warranty Work (County Service Vehicles Only)**

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

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

MV will also perform warranty repairs to the body, doors, body electrical, seating, flooring, etc. using the prescribed warranty procedure. MV will submit claims for reimbursement after repairs are made.

MV will use the Trapeze Enterprise Asset Management (EAM) maintenance management information system to track warranty repair.

**c.3. Service Vehicle Appearance / Cleaning / Fumes**

MV's effective vehicle cleaning program ensures a clean, professional looking fleet. MV's vehicle service worker will handle all cleaning and fueling responsibilities. MV will maintain a log of its cleaning activities to document compliance with the County's requirements, which will be kept in the maintenance files.

**Service Vehicle Interior**

The interior of each vehicle will kept free of litter and debris. Daily, the vehicles will be dusted, swept and/or vacuumed, and floors will be mopped. Upholstery, interior panels and windows will be cleaned as needed. Windows,





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seats, stanchions, grab rails, and floors will be washed weekly (minimum). Gum, grease, dirt, and graffiti will be removed daily from all interior surfaces. Vehicles with damaged seats and upholstery will be removed from revenue service immediately, and will be repaired in a professional manner or replaced with identical materials. Ceilings and walls will be cleaned as needed to maintain a professional appearance. As needed, vehicles will be exterminated. Vehicles will not be placed into service while any fumes remain on the vehicle.

### Service Vehicle Exterior

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

### Fumes

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

### Graffiti

To support the County's zero tolerance for graffiti, any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public (including damaged upholstery), will be brought to the attention of Mr. Camargo, who will assign repairs. MV understands that it must immediately repair graffiti to eliminate hazards, minimize discomfort and maintain the fleet's appearance. No vehicle will be returned to service until graffiti is completely removed.

## c.4. Daily Pre-trip and Post Trip Vehicle Inspection and Servicing

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or "pre-trip") using MV's standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) supervisor is in the yard to oversee the DVI process. This person will monitor



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operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and perform all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

### Daily Vehicle Inspection Repairs

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

The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

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

#### c.5. Wheelchair Lifts and Ramps

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







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each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components and cleaning gears.

**c.6. Destination Signs**

All operators will be trained in the use of destination signs. Any out of service vehicle or vehicles entering service or returning to the yard (deadheading) will set destination signage to “Not In Service”.

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors, and video systems. These devices’ manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

**c.7. Maintenance Program**

**i. General Scope**

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

**ii. Parts and Fluids**

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

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



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**iii. Service Vehicle Damage**

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

**Body Repair**

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

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

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

**Major Repairs**

Major component repairs are performed by qualified local vendors. MV typically identifies one or more local vendors from which to purchase rebuilt engines or in-chassis overhauls. Depending on the local resources available, and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV contracts with local vendors for the purchase of rebuilt transmissions, or to have existing transmissions rebuilt. MV's maintenance team handles all transmission removal and replacement/installation.

**iv. Preventive Maintenance Schedule**

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





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

Preventive maintenance inspections are often performed by mid-level technicians (B or C) and are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance team works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet availability during peak hours.

All preventive maintenance inspection data is recorded in the Trapeze Enterprise Asset Management (EAM) maintenance software, a web based package provided by MV.

The mechanic performing the preventive maintenance inspections has the vehicle file available for reference purposes. Any minor deficiencies noted in the file which were identified during the DVI process or otherwise logged in the vehicle file will be addressed and repaired at that time.

### Oil Analysis

Using the Trapeze Enterprise Asset Management (EAM) maintenance management information software (described below), MV will determine which vehicles are due for a preventive maintenance inspections two weeks out. A list of those vehicles will be provided to MV's vehicle service worker, who will pull an oil sample while the engine is still hot, using a probalyzer fluid sample kit.



Engine oil will be sampled one week or 500 miles prior to each A inspection / oil change, and transmission oil will be sampled one week or 500 miles prior to each A inspection/service, not to exceed 24,000 miles between samplings.




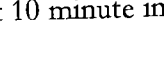
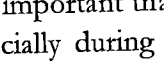
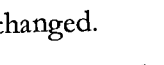
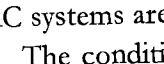
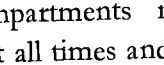
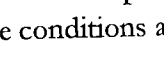
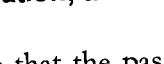
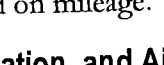
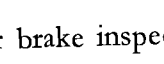

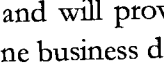

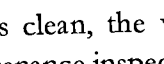
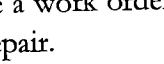
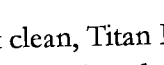
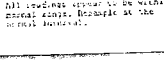


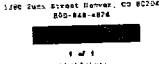

MV works with Titan Labs for all oil analysis. Once the sample is received, MV sends it to Titan. Results are then sent via web, fax and/or mail; MV prefers web access. Reports (pictured below) are downloadable in PDF format and can be attached to all vehicle files for proper recordkeeping.






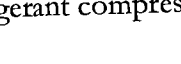
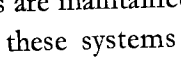

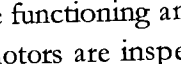
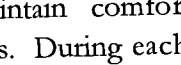

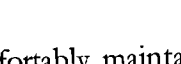

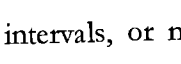

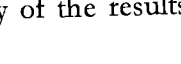
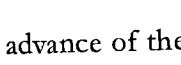
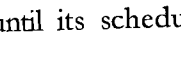
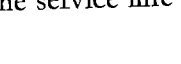
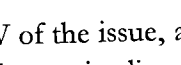
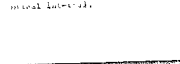
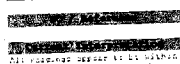
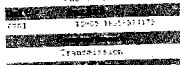
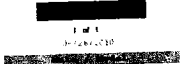



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Count	6/15/2014	6/16/2014	6/17/2014	6/18/2014	6/19/2014
Service Meter Reading	0	0	0	0	0
Fuel Qty (Gals)	0	0	0	0	0
Fuel Meter Fuel Qty	0.0	2.6	0.0	0.0	0.0
Chassis	0	0	0	0	0
Engine	0	0	0	0	0
Trans	0	0	0	0	0
Brake	0	0	0	0	0
Oil	0	0	0	0	0
Water	0	0	0	0	0
Wash Water	0	0	0	0	0
Air	0	0	0	0	0
Refrigerant	0	0	0	0	0
Other	0	0	0	0	0
Total	0	2.6	0.0	0.0	0.0



Service	2/15/2014
Service Meter Reading	0
Fuel Qty (Gals)	0
Fuel Meter Fuel Qty	0.0
Chassis	0
Engine	0
Trans	0
Brake	0
Oil	0
Water	0
Wash Water	0
Air	0
Refrigerant	0
Other	0
Total	0.0



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

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

MV will inform the County at least seven calendar days in advance of the oil sampling dates, and will provide the County with a copy of the results of analysis within one business day of receipt.

**v. Brake Inspection/Adjustment**

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

**vi. Heating, Ventilation, and Air Conditioning**

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

Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed.

It is extremely important that all air conditioning systems are maintained and operated, especially during the off season. Operating these systems on a weekly basis at 10 minute intervals will confirm the refrigerant compressor is



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appropriately lubricated, preventing any leakage in the compressor shaft seal, and ensuring that any loss of refrigerant is detected early.

The table below represents MV's Air Conditioning PM cycle. A detailed inspection checklist is included in the appendix of this proposal.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <b>NOTE: The dehydrator should be changed anytime the system is opened.</b>
		•	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage
•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 to 1/2 way up on the sight glass after 15 minutes operation— X426/X430 compressor).
	•	•	Check clutch air gap. 0.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

	<ul style="list-style-type: none"> <li>• Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).</li> </ul>
	<ul style="list-style-type: none"> <li>• Steam clean compressor and clutch</li> </ul>
	<ul style="list-style-type: none"> <li>• Check clutch coil resistance and voltage.</li> </ul>
	<ul style="list-style-type: none"> <li>• Lubricate clutch bearing</li> </ul>
	<ul style="list-style-type: none"> <li>• Check high pressure and low pressure cutout.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check compressor oil for acidity.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check compressor efficiency.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check compressor oil pump pressure.</li> </ul>
<b>ELECTRICAL</b>	
	<ul style="list-style-type: none"> <li>• Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).</li> </ul>
	<ul style="list-style-type: none"> <li>• Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• Visually inspect alternator drive belts for excessive wear, tension and alignment.</li> </ul>
	<ul style="list-style-type: none"> <li>• Clean alternator, check for signs of corrosion, and check wire connections.</li> </ul>
<b>Semi-annually</b>	Check evaporator/heater blower motor speed, voltage and amperes (all motors).
<b>Semi-annually</b>	Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
<b>Semi-annually</b>	Check condenser fan motor speed, voltage and amperes (all motors).
<b>Semi-annually</b>	Inspect condenser fan motor brushes, commutator, bearings (brush type motors).
	<ul style="list-style-type: none"> <li>• Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with</li> </ul>





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	electrical contact cleaner.
•	*Check condenser pressure switch/condenser motor high and low speed operation (when equipped).
•	*Check freeze thermostat (when equipped).
<b>STRUCTURAL</b>	
•	Inspect condenser coil for cleanliness.
•	Inspect evaporator coil for cleanliness.
•	Visually inspect unit for loose, damaged or broken parts.
•	Clean or replace return air filter (more frequently if necessary).
•	Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
<b>Semi-annually</b>	Lubricate evaporator fanshaft bearings
•	Visually inspect engine coolant hose and hose clamp condition on heater coil system.
•	Clean condenser and evaporator coils.
•	Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
•	Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
•	*Check condenser air seals and air deflector (when equipped).
•	Check evaporator blower shaft coupling adjustment and alignment (when equipped).
<b>*If applicable.</b>	
<b>**Twice monthly during air conditioning season.</b>	

**vii. Spare Parts**

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. MV tracks all parts inventories and use in the Trapeze Enterprise Asset Management (EAM) maintenance management information system. When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts.





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All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Both random/spot and planned inventories are performed to confirm all parts usage is accounted for and any discrepancies are investigated.

#### **Original Equipment Manufacturer (OEM) Parts and Specifications**

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

#### **viii. Towing**

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

#### **c.8. In-Service Vehicle Breakdown**

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

- If the operator can resolve the issue on his or her own; in which case the technician will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to transfer the passengers and resume the route. MV will respond with an ADA compliant vehicle within 30 minutes.
- If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard.
- If a tow/wrecker service is required; in which case, the mechanic will work with dispatch, who will coordinate this process.

A vehicle breakdown form is completed for every road call and stored in the vehicle file. Information about the road call is also entered into the Trapeze Enterprise Asset Management (EAM) maintenance management information system.







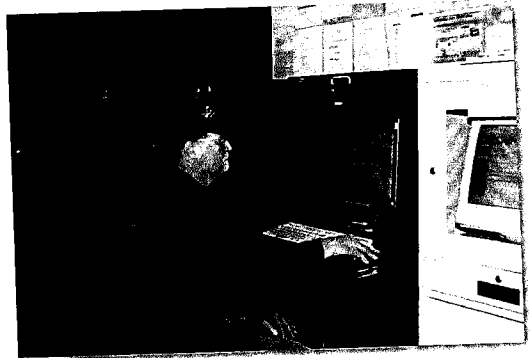
Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

### c.9. Service Vehicle Maintenance Record Keeping

MV will provide the Trapeze Enterprise Asset Management (EAM) maintenance management information software. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.

Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.



Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Under its latest upgrade under the brand Trapeze EAM, the system will enable integration with the Trapeze scheduling software. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by the County. Mr. Camargo will ensure all vehicle files (electronic and hard copy) are complete and well organized.

### c.10. Applicable Vehicle Codes and Regulations

MV operates hundreds of vehicles across the State of California, and is intimately familiar with the safety standards outlined in Title 13 and CHP Motor Carrier Safety





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

### **Maintenance Safety**

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

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

All MV shops must follow company issued standards regarding housekeeping, first aid/emergency equipment, personal protective equipment (PPE) availability, signage/posters and MSDS availability.

Director led maintenance shop and facility audits are performed annually to verify that all maintenance activities conform to MV's safety policies.

### **Lock Out Tag Out**

The lock-out/tag-out procedure prevents vehicles or other power equipment that are out of service for repair from being accidentally used in service. This process includes the following actions:

- **Lock Out:** The vehicle or equipment is marked noting Out-Of-Service (OOS) and disabled when not being actively repaired.
    - An Out-Of-Service marking is placed on the operator side windshield (or OOS cover placed on steering wheel) of any vehicle that is not safe to operate.
    - Maintenance shop equipment must be secured, if damaged or not in use, to prevent usage until properly repaired. These items will be clearly tagged with a "DO NOT USE" sign.
    - These markings will only be removed by maintenance department personnel.
    - OOS status is noted on the vehicle maintenance board (and monitor)
  - **Tag Out:** The vehicle is tagged out in dispatch so keys cannot be distributed
- These procedures are reversed when returning a vehicle/ equipment to service





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During shift or personnel changes, specific procedures are used to ensure the orderly transfer of lock-out/tag-out devices. This program is also reinforced through periodic inspection by shop, safety and operations management personnel.

Training and retraining is provided to all personnel to ensure a clear understanding of this process. Use of tagged out equipment is considered as a serious, unsafe act and is reason for discipline up to and including termination.

### Environmental Concerns

MV complies with all local, State and Federal regulations regarding waste maintenance. MV follows industry best practices regarding the handling, storage and disposal of maintenance end products. MV's policy and procedures for these processes will conform to all guiding environmental regulations.

MV's waste management programs are as follows:

- **Antifreeze:** Antifreeze will be properly stored in separate containers. And will employ a properly certified company to remove used antifreeze.
- **Parts Washing:** MV uses a water based parts wash with parts cleaners. This solution is environmentally safe and biodegradable.
- **Cleaning Solutions:** MV uses bio-degradable cleaning solutions from ZEP Manufacturing Company, [www.zep.com](http://www.zep.com).
- **Storm Water:** MV complies with all local, State and Federal regulations regarding storm water. MV will have a proper storm water plan on file, and all processes will be designed to keep all pollution out of the storm water drains. MV will use a floor scrubbing machine to pick up any spills, and water will be recycled through the water clarifier.
- **Waste Water:** All waste water is poured through the clarifier to filter and treat it before it is released into the sewer system.
- **Used Oil:** All used oil will be removed by a certified, insured recycling vendor. This vendor must have proper certification on file.
- **Used Filters:** MV uses filter crushers to condense filters before they are disposed of. All procedures regarding this process will be in compliance with local regulations.
- **Spills:** MV will ensure proper containment systems and containers are readily accessible throughout the facility. Mobile spill kits and proper containment are readily available to provide quick response to any spills in the field. All spills will be taken care of immediately and all containment materials will be properly handled and stored for future removal.





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- **Sludge:** Sludge will be hauled away by a properly certified recycling company for proper disposal.
- **Freon:** All of MV's maintenance personnel will be either 608 or 609 certified in the proper use of AC recycling machines.





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 10. Financial Resources

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

MV has provided its confidential audited 2010–2012 Financial Statements enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. MV has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Brad Cornelsen, Chief Financial Officer, at (707) 863-8980, extension 3009.





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 11. Licenses and Certifications

MV's proposal contains copies of its operators' valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) commercial driver's license for this service.

Regarding ASE certifications, MV makes the affirmative statement that all of MV's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE Certification in the H-4 ASE Transit Bus Brake test.

In addition, MV has included documentation that Mr. Martin Camargo holds the required ASE vehicle air conditioning system certification in medium/heavy duty truck, school bus or transit test series.






MV TRANSPORTATION, INC.

MV Credential Form

Driver's License:

**CALIFORNIA** COMMERCIAL DRIVER LICENSE



EXP: 05/15/2017 CLASS: B  
LN: NG END: P  
FN: JIMMY  
DOB: [REDACTED]  
NETR: CORR LENS 48 54 75  
SEX: M HAIR: BLK EYES: BRN  
HGT: 5'-04" WGT: 155 lb -- ISS: 03/22/2012  
DD: 07/19/2507511#BBSRFD017

VTT Card:

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
[REDACTED]	2017	[REDACTED]	CA
FULL NAME: Jimmy Ng			
STREET NUMBER: [REDACTED]			
CITY: [REDACTED]			
SIGNATURE OF LICENSEE: [Signature]			
Valid only for operation of transit buses when accompanied by license of the appropriate class, valid for driver in California.			
Date Issued: 02/18/14	Fee Paid: \$10.00		
AUTHORIZED DMV EMPLOYEE: [Signature]	CPT 581	04	
DL REGA (NEW) 4(33)	DMV PC	ID NUMBER	
<b>SEE OVER FOR RESTRICTIONS, IF ANY</b>			

CUT ON DOTTED LINE

Medical Card:

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined JIMMY NG in accordance with the Federal Motor Carrier Safety Regulations (49CFR391.41-391.49) and with knowledge of the driver's duties, and, if applicable, only when:

wearing corrective lenses       driving within an exempt territory zone (49 CFR 391.47)  
 wearing hearing aid       accompanied by a Sign Performance Evaluation Certificate (SPE)  
 accompanied by a [REDACTED]       qualified by operation of 49 CFR 391.44

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachments enclosed by (attach) completely and correctly, and is on the lobby office.

SIGNATURE OF MEDICAL EXAMINER: [Signature] DATE: 1-13-2014

MEDICAL EXAMINER'S NAME (PRINT): Edgar J. Russell DO

MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO. (ISSUED STATE): 248204979

SIGNATURE OF DRIVER: [Signature] STATE: CA

ADDRESS OF DRIVER: [REDACTED]

MEDICAL CERTIFICATION EXPIRATION DATE: 1-13-2015



MV TRANSPORTATION, INC.

# MV Credential Form

## Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL: [REDACTED] CLASS B  
EXPIRES: 10/26/2015 END P  
LN: ACOSTA  
FN: CHARLIE  
DOB: [REDACTED]  
RSTR: 43 54 75

SEX: M HT: 5-11 WGT: 225 LB EYES: BRN  
DOB: 06/12/2001 ISS: 09/30/2010  
DIP: 06/12/2001 10/26/2015

*chad not*

## VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH: 10/26/1973 EXPIRES BIRTHDAY: 10/26/2015 DRIVER LICENSE NO.: [REDACTED] STATE: CA

FULL NAME: CHARLIE ACOSTA  
STREET NUMBER: [REDACTED]  
CITY: [REDACTED] 73

Signature of Licensee: *Charlie Acosta*

Valid only for operation of transit buses when accompanied by a license of the appropriate class valid for driving in California.

Date Issued: 08-22-11 Fee Paid: \$10.00  
Authorized by Employee: [REDACTED] DMV ID: [REDACTED] ID NUMBER: [REDACTED]

DL 260A (REV. 4/90) SEE OVER FOR RESTRICTIONS, IF ANY

## Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined Charlie Acosta in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-43) and with knowledge of the driving duties. I find this person is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt intrastate zone (49 CFR 391.62)  
 wearing hearing aid  accompanied by a Skill Performance Evaluation Certificate (SPE)  
 accompanied by a \_\_\_\_\_ w/ver/exemption  qualified by operation of 49 CFR 391.64

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 <i>Stephen A. Harvey MD</i>	TELEPHONE [REDACTED]	DATE 10/26/14
MEDICAL EXAMINER'S NAME (PRINT) Stephen A. Harvey MD	<input type="checkbox"/> MD <input type="checkbox"/> DO <input checked="" type="checkbox"/> Physician Assistant	<input type="checkbox"/> Chiropractor <input type="checkbox"/> Advanced Practice Nurse <input type="checkbox"/> Other Practitioner
MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO. ISSUING STATE P8111317CA	NATIONAL REGISTRY NO. 1810910418	
SIGNATURE OF DRIVER <i>Charlie Acosta</i>	INTRASTATE ONLY <input type="checkbox"/> YES <input type="checkbox"/> NO	CDL <input type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF DRIVER [REDACTED]	DRIVER'S LICENSE NO. [REDACTED]	STATE CA
MEDICAL CERTIFICATION EXPIRATION DATE 1-25-15		





MV TRANSPORTATION, INC.

# MV Credential Form

## Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

CLASS A  
END P

EXP: 02/25/2015

LN: RAMIREZ  
FN: MANUEL JAIME

DOB: [REDACTED]

REST: NONE

SEX: M HGT: 5-08" WGT: 161 lb EYES: BRN

DD: 92/18/20106183RCCP015 ISS: 04/20/2012

*Handwritten signature*

## VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH: [REDACTED] EXPIRES BIRTHDAY: 2015 DRIVER LICENSE NO: [REDACTED] STATE: CA

NAME: Manuel Jaime Ramirez

STREET NUMBER: [REDACTED] 6

CITY: [REDACTED]

SIGNATURE OF LICENSEE: *Manuel Ramirez*

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued: 12/18/10 Fee Paid \$10.00

618 K8

SEE OVER FOR RESTRICTIONS, IF ANY

CUT ON DOTTED LINE

**618 FEB 18 2010 K8**

## Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined Manuel Ramirez in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the driving duties of said person is qualified, and, if applicable, only when:

wearing correctly lenses  driving within an exempt tonnage mass (49 CFR 391.63)

wearing hearing aid  accompanied by a Skill Performance Evaluation Certificate (SPE)

accompanied by a \_\_\_\_\_  qualified by operation of 49 CFR 391.64

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attached embolus ray findings completely and correctly, and in use for in my office.

SIGNATURE OF MEDICAL EXAMINER: *Stephen A. Hagan, MD* TELEPHONE: [REDACTED] DATE: 1-25-14

MEDICAL EXAMINER'S NAME (PRINT): Stephen A. Hagan, MD

MD  Chiropractor

DO  Advanced Practice Nurse

Physician Assistant  Other Practitioner

NATIONAL REGISTRY ID: 98109160410

SIGNATURE OF DRIVER: *Manuel Ramirez*

INTRASTATE ONLY  CDL  DRIVER'S LICENSE NO. [REDACTED] STATE: CA

MEDICAL CERTIFICATION EXPIRATION DATE: 1/25/16



MV TRANSPORTATION, INC.

# MV Credential Form

## Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL [REDACTED] CLASS B  
END P

EXP 07/31/2017

LN YUEN  
FN LAP MAN

DOB [REDACTED]

RSTR CORR LENS

SEX M HAIR BLK EYES BRN  
HGT 5'06" WGT 140 LB  
DD 02/03/2006 ISS 06/12/2012

## VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH MONTH DAY YEAR EXPIRES BIRTHDAY DRIVER LICENSE NO. STATE  
[REDACTED] 07-31-2017 [REDACTED] SA

FULL NAME Lap Man Yuen

STREET NUMBER [REDACTED]

CITY [REDACTED]

SIGNATURE OF LICENSEE [Signature]

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 07-30-2012 Fee Paid \$10.00

AUTHORIZED DMV EMPLOYEE [Signature] ID NUMBER 613 ID NUMBER C 6

## Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined [REDACTED] in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41, 391.49) and with knowledge of the above duties. I find this person is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt category zone (49 CFR 391.42)

wearing hearing aid  accompanied by a Shift Performance Evaluation Certificate (SPE)

accompanied by a [REDACTED]  qualified by operation of 49 CFR 391.44

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachments concludes my findings completely and correctly, and is on file in my office.

SIGNATURE OF MEDICAL EXAMINER [Signature] TELEPHONE [REDACTED] DATE 1/25/16

MEDICAL EXAMINER'S NAME (PRINT) [REDACTED]  MD  Chiropractor  DPO  Advanced Practice Nurse  Podiatrist Assistant  Other Practitioner

MEDICAL EXAMINER'S LICENSE OR CERTIFICATE ISSUING STATE [REDACTED] NATIONAL REGISTRY NO. [REDACTED]

SIGNATURE OF DRIVER [Signature] INTRASATE ONLY COL DRIVER'S LICENSE NO. [REDACTED] STATE CA

ADDRESS OF DRIVER [REDACTED]

MEDICAL CERTIFICATION EXPIRATION DATE 1/25/16



MV TRANSPORTATION, INC.


# MV Credential Form

## Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL: [REDACTED] CLASS B  
EXP: 04/12/2018 END P  
LN: ZAMORA  
FN: JOHNNISHA DENISE  
DOB: [REDACTED]  
RSTR: 64

SEX: F HAIN: [REDACTED] EYES: BRN  
HGT: 4'-11" WGT: 110 lb  
DOB: 06/16/2014 REG: MCCCDFD14  
ISS: 06/29/2013



*Johnisha Zamora*

## VTT Card:

VERIFICATION OF SIT TRAINING DOCUMENT DRIVER LICENSE NO. [REDACTED] STATE: CA

EXPIRES BIRTHDAY: 2018

Johnisha Denise Zamora

Valid only for operation of transit buses when accompanied by a driver of the appropriate class valid for driving in California.

DATE: May 29 2013 FEE PAID: \$10.00  
685 19

SEE OVER FOR RESTRICTIONS, IF ANY

## Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined Johnisha Zamora in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.64) and with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt territory zone (49 CFR 391.64)  
 wearing hearing aid  accompanied by a SIFR Performance Evaluation Certificate (SPE)  
 accompanied by a [REDACTED]  qualified by operation of 49 CFR 391.64

The information I have provided regarding this physical examination is true and complete. A complete examination (one with any attachment embodies my findings completely and correctly, and is on file in my office.

SIGNATURE OF MEDICAL EXAMINER: Joseph Guerrero TELEPHONE: [REDACTED] DATE: 2-12-14

MEDICAL EXAMINER'S NAME (PRINT): Joseph Guerrero, M.D.  
 M.D.  Chiropractor  
 D.O.  Advanced Practice Nurse  
 Physical Assistant  Other Practitioner

MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO. (ISSUING STATE): 6101047-CA NATIONAL REGISTRY NO.: 1619256764

SIGNATURE OF DRIVER: Johnisha Zamora  
 YES  NO CDL:  YES  NO DRIVER'S LICENSE NO.: [REDACTED] STATE: CA

ADDRESS OF DRIVER: [REDACTED]

MEDICAL EXAMINER'S SIGNATURE: Joseph Guerrero DATE: 2-12-14



MV TRANSPORTATION, INC.

### MV Credential Form

### Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

CLASS B  
END P

EXP 07/07/2016

LN MARCHAN  
FN LEONITO EDILBURGH DELAPENA

DOB [REDACTED]  
RSTR 04 [REDACTED]

SEX M HAIR BLK EYES BRN  
HGT 5'-04" WGT 238 lb  
DD 04/12/2007 61878/DOF016 ISS 07/06/2011

*Leonito Marchan*

### VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH MONTH DAY YEAR EXPIRES BIRTHDAY MONTH DAY YEAR DRIVER LICENSE NO. STATE

07 07 1959 2016 [REDACTED] CA

FULL NAME Leonito Edilburgh Delapena Marchan  
STREET NUMBER [REDACTED]  
CITY [REDACTED]

SIGNATURE OF LICENSEE [REDACTED]

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date issued 11 28 2011 Fee Paid \$10.00

AUTHORIZED BY [REDACTED] EL MONTE 695  
DRIVER ID NUMBER [REDACTED]

SEE OVER FOR RESTRICTIONS, IF ANY

### Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined LEONITO D. MARCHAN 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 is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt intracity zone (49 CFR 391.62)  
 wearing hearing aid  accompanied by a Skill Performance Evaluation Certificate (SPE)  
 accompanied by a [REDACTED]  qualified by operation of 49 CFR 391.64

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 *[Signature]* TELEPHONE [REDACTED] DATE JAN 21 2014

MEDICAL EXAMINER'S NAME (PRINT) NATASHA L. WRIGHT  
 MD  Chiropractor  
 DO  Advanced Practice Nurse  
 Physician Assistant  Other Practitioner

MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO. ISSUING STATE 1913785295 CA

SIGNATURE OF DRIVER *[Signature]* INTRASTATE ONLY  YES  NO CDL  YES  NO DRIVER'S LICENSE NO. [REDACTED] STATE CA

ADDRESS OF DRIVER [REDACTED]

MEDICAL CERTIFICATION EXPIRATION DATE 01-21-2016

National Institute for  
**AUTOMOTIVE  
SERVICE  
EXCELLENCE**

*Be it known that*

**MARTIN A CAMARGO**

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of COMPETENCE in the service areas listed below:

**MEDIUM/HEAVY TRUCK TECHNICIAN**

EXPIRES

DECEMBER 31, 2013  
DECEMBER 31, 2015  
DECEMBER 31, 2013

AREAS OF DEMONSTRATED COMPETENCE

BRAKES

HEATING, VENTILATION, & A/C

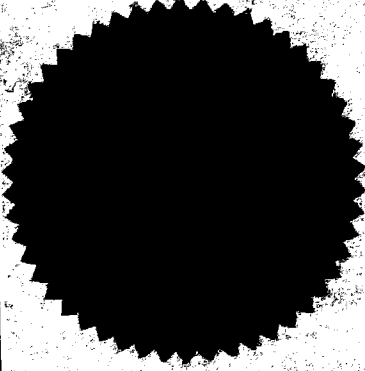
PREVENTIVE MAINTENANCE INSPECTION

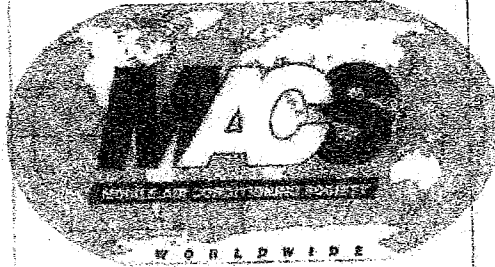
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\*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\*  
\*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\* \*\*

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

L330W9UM9CAMAR  
IDENTIFICATION NUMBER

*Timothy A. Zilke*  
TIMOTHY A. ZILKE, President





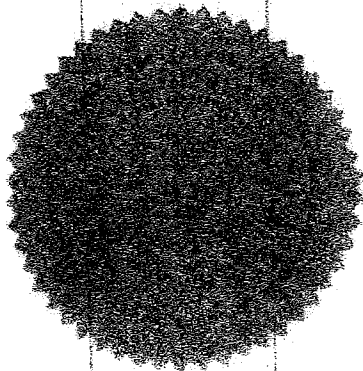
11/18/2002

871017

**Martin Camargo**

**MV Transportation, Inc.**

has successfully completed training in CFC-12  
refrigerant recycling and service procedures  
offered by the Mobile Air Conditioning Society  
Worldwide, as required by Section 609 of the  
Clean Air Act.



Elvis Hoffbauer, President

# IMACA

INTERNATIONAL MOBILE AIR-CONDITIONING ASSOCIATION  
*A not-for-profit trade association serving the Mobile Air Conditioning Industry since 1958*

Date: 07/07/92

Certificate No.: 635-07-5405

**MARTIN A. CAMARGO**

has successfully completed training and  
is IMACA certified in the proper use of R-12  
refrigerant recovery and recycling equipment.



Frank Allison, Executive Director



Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 12. Insurance

MV has the ability to provide insurance coverage of the types and levels required in the RFP. Please see Form PW-16 included in section 14: *Forms List*.



MV TRANSPORTATION, INC.





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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### 13. Record Keeping

MV's project manager, Mr. Allan, will ensure appropriate record keeping and provide timely, reliable management reports in line with RFP requirements. Please see Form LW-9 included in section 14: *Forms List*. MV fully complies with all State and Federal labor regulations and record keeping requirements.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and at its operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV run on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV is able to meet the FTA/NTD reporting requirements. Currently MV provides these reports to many of MV's clients who receive Federal funding and are required to submit the FTA/NTD reports. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information per the guidelines of the National Transit Database Reporting Manual.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV will set up the local computer network during the service transition to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the County's IT staff in whatever manner necessary to ensure the success of this setup.

In addition, please refer to proposal section 7.c. *Quality Control Documentation, Review, and Reporting* for additional record keeping detail.





Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015


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## 14. Forms List

Please see MV's following completed forms



VERIFICATION OF PROPOSAL

DATE: March 28, 2014		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
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: Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services 2014-PA015			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: W.C. Pihl			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: Executive Vice President			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name: MV Transportation, Inc.		Telephone No.: 972.391.4650	
Physical Address (NO P.O. BOX): 479 Mason St., Ste.221, Vacaville CA 95688		Mobile No.: 214.662.0499	
e-mail: justin.pate@mvtransit.com		Fax No.: 972.391.4750	
County WebVen No.: 11124801	IRS No.: 94-2491705	Business License No.: 295591-11 (Paramount, CA)	
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 5910 N. Central Expressway, Suite 1145, Dallas TX 75206		
	State of incorporation: California		Year incorporated: 1978
<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) MV Transportation, Inc.	Title	Phone 972.391.4650	Fax 972.391.4750
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
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: March 28, 2014
Type name and title: W.C. Pihl, Executive Vice President			

**SCHEDULE OF PRICES  
FOR  
AVOCADO HEIGHTS, BASSETT, WEST VALINA, AND EAST VALINA  
SHUTTLE SERVICES (2014-PA015)**

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

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 46.10 /Hour	6,985	\$ 322,008.50
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 59.16 /Hour	775	\$ 45,849.00
ESTIMATED TOTAL ANNUAL HOURS			7,760	
TOTAL ANNUAL PROPOSED PRICE				\$ 367,857.50

LEGAL NAME OF PROPOSER <i>MV Transportation</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>[Signature]</i>		
TITLE OF AUTHORIZED PERSON <i>Executive VP</i>		
DATE <i>5/16/14</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>N/A</i>	LICENSE TYPE <i>N/A</i>
PROPOSER'S ADDRESS: <i>5910 N. Captain Kirby, Suite 445 DALLAS, TX 75206</i>		
PHONE <i>972-391-4816</i>	FACSIMILE <i>972-391-4869</i>	E-MAIL <i>wcpiblen@mvtransition.com</i>
<i>479 Massey Street, Suite 221 JACKSONVILLE, OR 97638</i>		

<sup>1</sup>It is estimated that Contractor-Provided vehicle may be needed in place of County-provided vehicle for 10% of the total annual hours.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: MV Transportation, Inc.			
Company Address: 5910 N. Central Expressway, Suite 1145			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 972.391.4650			
(Type of Goods or Services):			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**


**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services 2014-PA015

SERVICE BY PROPOSER MV Transportation, Inc.

PROPOSAL DATE: April 2, 2014

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**

	<del>2008</del> 2009	<del>2009</del> 2010	<del>2010</del> 2011	<del>2011</del> 2012	<del>2012</del> 2013	Total	Current Year to Date
1. Number of contracts.	121	128	116	111	110	586	110
2. Total dollar amount of Contracts (in thousands of dollars).	\$292,253	\$345,785	\$355,545	\$344,261	\$338,590	\$1,676,434	\$339,602
3. Number of fatalities.	0	1	0	0	0	1	0
4. Number of lost workday cases.	197	170	211	208	168	954	14
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	14	15	5	34	0
6. Number of lost workdays.	12,836	11,446	9,778	8,051	10,604	52,715	2,327

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

W.C. Pihl, Executive Vice President

Name of Proposer or Authorized Agent (print)

Signature

March 28, 2014

Date

**CONTRACTOR'S DRIVER SAFETY RECORD**

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

**Five-Calendar Years Prior to Current Year**

	2009 <del>2008</del>	2010 <del>2009</del>	2011 <del>2010</del>	2012 <del>2011</del>	2013 <del>2012</del>	Five-Year Average
1 Total Bus Revenue Miles	88,614,210	81,949,443	88,551,031	89,379,271	90,818,269	87,862,445
2 Total Number of NTD Reportable Accidents	157	225	153	302	193	206
3 Total Number of Fatalities	0	0	5	1	3	1.8
4 Rate of Accidents/100,000 Bus Revenue Miles	.177	.275	.172	.338	.213	0.235
5 Rate of Fatalities/100,000 Bus Revenue Miles	0	0	.0056	.0011	.0033	.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.

MV Transportation, Inc. \_\_\_\_\_  
 Name of Proposer

5910 N. Central Expressway, Suite 1145 \_\_\_\_\_  
 Address

Dallas, TX 75206 \_\_\_\_\_  
 City Zip Code

972.391.4650 \_\_\_\_\_  
 Telephone Number

  
 Signature W.C. Pihl, Executive Vice President

CA0054849 (Private Carrier), TCP0012064 (Class B Charter-Party)  
 PUC Permit Number and Classification

## **Attachment to Form PW-4.1 – Contractor's Driver Safety Record**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

Within the past five years, and in the operation of more than 9,500 vehicles across more than 140 locations, MV has experienced nine (9) major incidents that have resulted in fatalities; all of which are currently under attorney client privilege. There is presently no litigation – including those identified above – against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. If the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, Executive Vice President of Risk Management at (712) 764-3720.



## CONFLICT OF INTEREST CERTIFICATION

I, W.C. Pihl

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) Executive Vice President

of MV Transportation, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed W.C. PihlDate March 28, 2014

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** MV Transportation, Inc.

**PROPOSED CONTRACT FOR:** Avocado Heights, Bassett, West Valinda and East Valinda Shuttle Services 2014-PA015

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT: Please see attached contract list.	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Los Angeles County	King Medical Center Shuttle	Private Shuttle	6/1/2011	Present	John	Zeigler	(626) 458-5914	(626) 979-5313	jzeigler@dpw.lacounty.gov
	Los Angeles County	Willowbrook DAR Shuttle	Paratransit	7/1/2011	Present	Eugenia	Thomas	(626) 458-3952	(626) 979-5313	euthomas@dpw.lacounty.gov
City of	Downey	DowneyLink Fixed Route	Fixed Route	7/1/2002	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
City of	Irvine	iShuttle Operation & Maintenance Services	Fixed Route	3/31/2008	Present	Amelia	Jennings	(949) 724-6288	(949) 724-7517	ajennings@ci.irvine.ca.us
City of	West Covina	Go West	Fixed Route and Paratransit	3/1/2014	Present	Chris	Freeland	(626) 939-8402	(626) 939-8675	chris.freeland@westcovina.org
	Abbott Laboratories	Abbott Labs Shuttle Service	Private Shuttle	1/1/2009	Present	Diane	Lopez	(847) 938-3886	na	diane.lopez@abbott.com
	Access Services	Access Services Inc. Overflow Services	Paratransit	7/1/2009	6/30/2013	Steven	Chang	(231) 270-6081	(213) 324-6162	chang@asila.org
	Access Services	Access Services Specialized Services - San Fernando Valley Region	Paratransit	7/1/2002	present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
	Access Services	Parents with Disabilities Program	Paratransit	6/1/2013	Present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
County of	Alachua	Alachua County	Paratransit	10/1/2003	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lperry@alachuacounty.us
County of	Alachua	Alco Connector	Paratransit	4/1/2011	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lerry@alachuacounty.us
	Alachua County State's Attorney's Office	Witness Shuttle	Shuttle	5/15/2010	9/30/2012	Blanche	Woods	(352) 337-6240	(352) 381-0132	woodsbs@sao8.org
	Alameda County Medical Center	Alameda County Medical Center	Private Shuttle	7/1/2004	9/28/2012	Andrea	Works	(510) 535-7555	(510) 535-7542	rmooreacmedctr.com
	Alameda County Transportation Commission (Alameda CTC)	Emergency Wheelchair and Scooter Services and Hospital Discharge Services	Shuttle	7/1/2011	Present	Naomi	Armenta	(510) 208-7469	na	narmenta@alamedactc.org
City of	Alameda, CA	Fixed Route Shuttle Service for the Alameda Paratransit Program	Fixed Route	3/22/2010	Present	Matthew	Naclerio	(510) 749-5890	(510) 749-5867	gpayne@ci.alameda.ca.us
	Alta California Regional Center	Alta California Regional Center	Regional Center	7/1/1991	Present	Timothy	Swank	(916) 978-6512	(916) 978-7368	tswank@altaregional.org
	Anaheim Transportation Network (ATN)	Anaheim Resort Transit Service	Shuttle	7/25/2009	present	Diana	Kotler	(714) 563-5287	(714) 563-5289	dkotler@atnetwork.org
Municipality of	Anchorage	AnchorRIDES - Municipality of Anchorage	Paratransit	7/1/2007	Present	Susan	Shiffer	(907) 343-6331	na	shiffersm@ci.anchororage.ak.us
	Anchorage Neighborhood Health Center	ANHC Shuttle Service	Shuttle	9/17/2012	Present	Jon	Zasada	(907) 792-6591	(907) 743-7256	jzasada@anhc.org
	Anchorage School District	The Child in Transition/Homeless Project	Shuttle	8/1/2007	present	Dave	Mayo-Kiely	(907) 742-3832	(907) 742-3830	mayo-kiely_david@asdk12.org
	Anchorage School District	Pupil Transportation Services	Schoolbus	7/1/2011	present	Steven	Kalmes	(907) 742-1219	(907) 742-1222	kalmes_steven@asdk12.org
	Anoka County	Anoka County Traveler Transit Services	Multimode	8/1/2010	Present	Tim	Kirchoff	(763) 422-7088	(763) 323-5556	tim.kirchoff@co.anoka.mn.us
City of	Ashland	Ashland Public Transit Service	Paratransit	1/2/2009	Present	Patti	Schumaker	(419) 289-8622	(419) 289-9613	schumaker.patti@ashland-ohio.com
	Ashtabula County Commissioners	Ashtabula County Transportation System (ACTS)	Multimode	1/1/2004	Present	Susan	Stoneman	(440) 994-2033	(440) 994-2025	stones01@odjfs.state.oh.us
	Avenidas	Avenidas	Fixed Route	7/1/2002	Present	Ginger	Johnson	(650) 326-5362	(650) 691-1119	gjohnson@avenidas.org
City of	Barstow	Barstow Area Transit	Multimode	8/3/2003	present	Jason	Shaw	(760) 255-5170	(760) 256-1528	jshaw@barstowca.org
	Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	Fixed Route	5/5/2008	3/1/2012	Roy	Wileman	(409) 984-2995	N/A	rwileman@bechtel.com
City of	Benicia	Benicia Transit	Multimode	7/1/2001	6/30/2011	Jeannine	Woolley	(707) 553-7224	(707) 648-4260	jwoolley@ci.vallejo.ca.us
	Berlex Biosciences, a Division of Berlex, Inc.	Bayer Employee Shuttle	Private Shuttle	9/1/2005	Present	Robert	Rozett	(510) 660-4745	na	robertrozett@berlex.com
City of	Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	8/1/2002	present	Martha	Eros	(310) 285-2542	(310) 858-5965	meros@beverlyhills.org
City of	Black Hawk	Black Hawk Tramway	Fixed Route	1/1/2008	Present	Tom	Isbester	(303) 582-1324	(303) 582-2295	tisbester@cityofblackhawk.org

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
City of	Burbank	Burbank Bus Operation Services (BurbankBus)	Fixed Route	8/1/2011	present	Adam	Emmer	(818) 238-5359	(818) 238-5351	aemmer@ci.burbank.ca.us
City of	Calabasas	Calabasas Transit Operations and Maintenance	Fixed Route	8/19/2011	present	Ryan	Thompson	(818) 224-1673	(818) 225-7338	rthompson@cityofcalabasas.com
County of	Calaveras	County of Calaveras	Fixed Route	7/1/2003	6/30/2011	Jamie	Azarvand	(209) 754-6401	na	jazarvand@co.calaveras.ca.us
City of	Camarillo	Camarillo Area Transit (CAT)	Multimode	8/30/2010	9/30/2012	Roc	Pulido	(805) 388-5346	(805) 388-5387	rpulido@ci.camarillo.ca.us
City of	Canby	Canby Area Transit (CAT) Operations	Multimode	7/1/2001	Present	Julie	Wehling	(503) 266-4022 Ext.251	(503) 263-6284	wehlingj@ci.canby.or.us
	Cape Cod Regional Transit Authority	Transit Management Services CCRTA	Multimode	10/1/2011	Present	Thomas S.	Cahir	(508) 775-8504 x.204	(508) 775-8513	info@capecodrta.org
	Capital Metropolitan Transportation Authority	Capital Metro Contracted Paratransit Services	Paratransit	8/15/2012	Present	Rafael	Villarreal	(512) 389-7484	na	rafael.villarreal@capmetro.org
City of	Capitola	Capitola Summer Shuttle	Fixed Route	5/24/2004	Present	Steven	Jesberg	(831) 475-7300	(831) 479-8879	sjesberg@ci.capitola.ca.us
City and County of	Carson City	Jump Around Carson Fixed and Paratransit Services (JAC)	Multimode	7/1/2002	Present	Patrick	Pittenger	(775) 887-2355 ext.7396	(775) 887-2112	ppittenger@carson.org
Town of	Cary	Cary Transit (C-TRAN)	Multimode	10/1/2010	Present	Ray	Boylston	(919) 624-4944	(919) 380-6426	ray.boylston@townofcary.org
	Central Florida Regional Transportation Authority d/b/a LYNX	Lynx Neighborhood Flex Route Service	Deviated Fixed Route	10/1/2010	Present	William	Hearndon	(407) 254-6092	(407) 254-6137	bhearndon@golynx.com
	Central Florida Regional Transportation Authority d/b/a LYNX	Access Lynx	Paratransit	3/18/2002	Present	William	Hearndon	(407) 254-6092	(407) 254-6137	bhearndon@golynx.com
City of	Cerritos	Cerritos on Wheels and Dial-A-Ride	Multimode	4/8/2004	6/30/2013	Torrey	Contreras	(562) 860-0311	(562) 860-0311	tcontreras@cerritos.us
	Charles County Commissioners	Van GO	Multimode	7/1/2007	10/31/2012	Jeff	Barnett	(301) 934-0102 ext.5102	(301) 934-0107	barnettj@charlescounty.org
	Clarisonic	Clarisonic Passenger Transportation Services	Shuttle	10/31/2011	Present	Mary	Bergstrom	(425) 285-4000	na	na
	Commission for the Transportation Disadvantaged	CTD ADA Service (Trip & Equipment Grant)	Paratransit	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	Palm Beach County Medicaid Non-Emergency Transportation Program	NEMT/NET	7/1/2007	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD Alachua County Community Transportation Coordinator	NEMT/NET	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	St. Lucie Transportation - Non-Emergency Medical Transportation	NEMT/NET	11/1/2008	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD- Transportations Provider- Alachua County	NEMT/NET	1/1/2005	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
City of	Compton	Compton Renaissance Bus Service	Fixed Route	9/8/2003	Present	William	Norfleet	(310) 605-5585	(310) 605-5585	wnorfleet@comptoncity.org
	County of Peoria	Peoria County Demand Service	Other	4/1/2012	Present	Jim	Smith	(309) 672-6931	(309) 495-4608	jhsmith@peoriacounty.org
	Dallas Area Rapid Transit (DART)	Mobility Management Service Delivery Contract	Paratransit	10/1/2012	Present	Doug	Douglas	(214) 828-6728	(214) 828-6632	ddouglas@dart.org
City of	Detroit Department of Transportation	Management Services for the Detroit DOT	Multimode	8/12/2013	Present	Andre	DuPerry	(313) 224-4602	(313) 628-1160	duperrya@detroitmi.gov
City of	Dinuba	Dinuba Transit	Multimode	10/1/2009	Present	Blanca	Beltran	(559) 591-5924	(559) 591-5923	bbeltran@dinuba.ca.gov
City of	Downey	Downey Dial-A-Ride	Paratransit	1/10/2007	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
	Earadat Transportation LLC	Earadat Management Agreement	Other	1/7/2012	Present	na	na	na	na	na
	ElderCare of Alachua County, Inc.	Public Transit Service	Paratransit	1/1/2003	Present	Jeffrey	Lee	(352) 265-9040	(352) 265-9041	leejb@shands.ufl.edu

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City of	Elk Grove	Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations	Multimode	7/1/2009	Present	Kara	Reddig	(916) 687-3030	(916) 698-3173	kreddig@elkgrovecity.org
	Elko Area Transit Service	Elko County Transit	Paratransit	10/1/2013	Present	Abigail	Wheeler	(775) 748-0359	(775) 753-8535	awheeler@elkocountynv.net
City of	Englewood	Art Shuttle	Fixed Route	1/1/2010	Present	Harold	Stitt	(303) 762-2341	(303) 783-6895	hstitt@englewoodgov.org
	ETMA	Shuttle Operation and Maintenance Services for Emery Go-Round, West Berkeley Shu	Shuttle	3/1/2013	Present	Roni	Hatrup	(925) 937-0980 ext 212	na	roni@gray-bowen.com
	Fairfax, County of	FASTRAN Paratransit Services	Paratransit	11/1/2002	Present	Matthew	Spruill	(703) 324-7060	(703) 803-8166	matthew.spruill@fairfaxcounty.gov
	Fairfax, County of	Operation and Maintenance Services-Fairfax Connector Bus System	Fixed Route	6/28/2009	Present	Ernestine	Wilkins	(703) 877-5621	(703) 877-5638	ernestine.wilkins@fairfaxcounty.gov
City of	Fairfield	Fairfield-Suisun Transit	Multimode	11/1/1998	Present	Wayne	Lewis, P.E.	(707) 428-7632	(707) 426-3298	wlewis@ci.fairfield.ca.us
	Foothill Transit	Foothill Transit Fixed Route from Irwindale Facility	Fixed Route	7/15/2007	6/30/2012	Doran	Barnes	(626) 931-7200	(626) 931-7300	dbarnes@foothilltransit.org
	Ford Point	Ford Point Shuttle	Shuttle	11/1/2006	Present	Michelle	Heredia	(510) 758-7690	na	mheredia@ortondevelopment.com
City of	Foster	Passenger Transportation Services	Paratransit	4/16/2001	Present	Colleen	Fae	(650) 286-3378	na	cfae@fostercity.org
	FPI Management, Inc.	Bracher Senior Apartments	Shuttle	1/1/2012	Present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Fremont	Delivery of Paratransit Services	Paratransit	7/1/2003	Present	Shawn	Fong	(510) 574-2033	(510) 574-2054	sfong@ci.fremont.ca.us
City of	Fresno	Demand Responsive Paratransit Services	Paratransit	12/17/2005	2/17/2013	Kenneth	Hamm	(559) 621-1440	(559) 448-1065	kenneth.hamm@fresno.gov
County of	Fulton	Health and Human Services Transportation Services	Paratransit	11/1/2011	Present	Kun	Suwanarpa	(404) 612-7400	na	director.dwr@fultoncountyga.gov
City of	Gainesville	ADA Complementary Paratransit Service	Paratransit	10/1/2002	Present	Mildred	Crawford	(352) 334-2450	na	crawfordma@cityofgainesville.org
State of	Georgia Department of Human Services	Coordinated Transportation Services in Gwinnett and Rockdale Counties	Paratransit	na	na	Willie	Moon	(404) 657-6000	(404) 657-8444	willie.moon@doas.ga.gov
	Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	Shuttle	7/1/2013	Present	Michael	Sproston	(404) 413-3154	(404) 413-9525	msproston@gsu.edu
	Glacier Valley Transit	Maintenance Agreement	Maintenance	5/20/2011	Present	Brett	Bitner	(907) 754-2547	(907) 754-2296	info@glaciervalleytransit.com
City of	Glendale	Glendale Beeline	Fixed Route	3/31/2002	present	Kathryn	Engel	(818) 937-8330	(818) 409-7027	kengel@ci.glendale.ca.us
	Gold Coast Transit	Operation, Maintenance and Management of Coordinated Paratransit Services	Paratransit	8/30/2008	present	Margaret	Heath	(805) 483-3939 X 120	(805) 487-0925	mheath@goldcoastransit.org
	Golden Gate Regional Center	Golden Gate Regional Center - Transportation Services	Regional Center	4/15/2002	Present	Paul	Gayler	(415) 832-5792	(415) 832-5795	paulg@rdtsi.com
	Greater Orlando Aviation Authority	Shuttle Bus Management Services	Shuttle	10/1/2004	Present	Eric	McClung	(407) 825-7847	(407) 825-2341	emcclung@goaa.org
	Greater Peoria Mass Transit District	CityLift	Paratransit	7/1/2001	Present	John	Williams	(309) 679-8139	na	jwilliams@ridcitylink.org
	Greater Richmond Transit Company (GRTC)	GRTC Management	Other	3/1/2012	Present	Linda	Broady-Myers	(804) 358-3871	na	lgbroady@gmail.com
City of	Green Bay	Green Bay Metro Paratransit Services	Paratransit	5/1/2011	Present	Patty	Kiewiz	(920) 448-3455	(920) 448-3462	patriciaak@greenbaywi.gov
City of	Greenville	City of Greenville, Demand Response Transit System	Paratransit	1/1/2010	Present	Pamela	Garland	(937) 548-0437	(937) 548-1704	pgarland@cityofgreenville.org
	Hampton Roads Transit (HRT)	Paratransit Service	Paratransit	11/15/2003	Present	Keith	Johnson	(757) 222-6000	na	kjohnson@hrtransit.org

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	Happiness House	Head Start Transportation Program	Schoolbus	1/3/2011	Present	Patricia	Cunningham	(315) 789-6828	na	pcunningham@happinesshouse.org
City of	Hayward	Hayward Door-to-Door Paratransit and Roundabout Shuttle	Paratransit	2/15/2003	Present	David	Korth	(510) 583-4227	(510) 583-3650	victoria.williams@hayward-ca.gov
City of	Hialeah	Municipal Circulator Service	Fixed Route	11/1/2010	Present	Jorge	De La Nuez	(305) 681-5757	(305) 953-2009	delanuez@hialeahfl.gov
City of	High Point	HiTran	Paratransit	7/1/2009	2/11/2012	Mark	McDonald	(336) 883-3231	na	mark.mcdonald@highpointnc.gov
	Indianapolis Public Transportation Corporation (IndyGO)	Indianapolis Public Transportation Corporation	Paratransit	2/6/2000	Present	Paula	Haskin	(317) 614-9208	(317) 630-9167	phaskin@indygo.net
	Industrial Door Company	Industrial Door Co, Maintenance	Maintenance	1/10/2012	Present	na	na	na	na	na
	Infineon Raceway	Infineon Raceway Charter Shuttle Service	Private Shuttle	2/1/2005	Present	Bobby	D'Gorman	(707) 334-9825	(707) 938-1373	bogorman@infineonraceway.com
	Interurban Transit Partnership (ITP)	GO! Bus ADA Paratransit Service	Paratransit	4/1/2006	Present	Meegan	Joyce	(616) 456-7514	(616) 459-6337	mjoyce@ridetherapid.org
City of	Jacksonville	City Transit System	Fixed Route	11/1/2007	Present	Jeff	Crouchley	(910) 938-6453	na	jcrouchley@ci.jacksonville.nc.us
	Jacksonville Transportation Authority	Paratransit Services for Jacksonville Transportation Authority	Paratransit	1/1/2014	Present	Lisa	Darnall	(904) 630-3129	na	ldarnall@tafla.com
	Jewish Federation and Family Services Orange County	Maintenance Agreement	Maintenance	8/21/2012	Present	na	na	(949) 435-3485	na	na
	Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	Multimode	7/1/2003	Present	Angie	Dow	(559) 582-3211 ext. 2691	(559) 587-0714	angie.dow@co.kings.ca.us
City of	La Mirada	La Mirada Transit Services	Paratransit	10/1/2008	present	Anthony	Moreno	(562) 943-0131	(562) 943-3666	tmoreno@cityoflamirada.org
	Lake County	Transportation Operator for the Lake County Transportation Disadvantaged Program	Paratransit	7/1/2005	10/1/2013	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
	Lake County	LakeXpress	Fixed Route	2/1/2007	Present	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
County of	Lassen	Lassen Rural Bus System (LRBS)	Multimode	7/1/2002	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
County of	Lassen	Lassen Senior Services	Paratransit	8/1/2003	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
City of	Lawrence	Public Transit Services For The City Of Lawrence, Kansas	Multimode	8/1/2000	Present	Robert	Nugent	(785) 832-3464	(785) 832-3462	bnugent@ci.lawrence.ks.us
	Lifestream	LifeStream - School Bus Service	Schoolbus	7/1/2005	10/1/2013	Howard	Wiener	(352) 315-7500	(352) 360-6595	hwieners@sb.net
	Livermore Amador Valley Transit Authority (LAVTA)	Wheels	Fixed Route	7/1/2002	Present	Paul	Matsuoka	(925) 455-7564	(925) 443-1375	pmatsuoka@lavta.org
City of	Lodi	City of Lodi Fixed-Route, Paratransit and Demand-Response Operations	Multimode	7/1/2003	Present	Paula	Fernandez	(209) 333-6800 x2667	(209) 333-6710	pjf@lodi.gov
	Los Angeles Department of Transportation (LADDT)	Commuter Express Transit Service Regions 1 & 2	Fixed Route	2/2/2009	01/28/2012	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADDT)	Commuter Express Central/West LA/South Bay (Commuter Express Region 1, DASH Pkg	Fixed Route	5/1/2006	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADDT)	CityRide/Dial-A-Ride (Areas 1,2,3)	Paratransit	9/11/2006	present	Linda	Evans	(213) 928-9767	(213) 928-9767	linda.evans@lacity.org
	Los Angeles Department of Transportation (LADDT)	Community DASH Northeast Los Angeles (DASH Pkg 4)	Fixed Route	5/10/2008	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADDT)	Commuter Express Community Dash and Cityride/Dial-a-ride services	Fixed Route	6/1/2012	Present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org

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	Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	Fixed Route	10/31/2010	present	Susan	Dove	(213) 922-7451	(213) 922-1004	doves@metro.net
City of	Lynwood	Lynwood Trolley Services	Fixed Route	4/1/2007	Present	Josef	Kekula	(310) 603-0220	(310) 603-0220	jkekula@lynwood.ca.us
City of	Manteca	Manteca Transit	Multimode	9/30/2006	Present	Johanna	Ferrera	(209) 239-0635	(209) 825-2530	jferrera@ci.manteca.ca.us
	Marin County Department of Health and Human Services	Marin County Dept. of Health & Human Service	Private Shuttle	7/1/2006	Present	Cyndie	Gunselman	(415) 473-3322	na	cgunselman@co.marin.ca.us
	Marin County Transit District	West Marin Stagecoach/ Muir Woods Shuttle	Private Shuttle	7/1/2006	Present	Amy	Van Doren	(415) 226-0859	na	avandoren@co.marin.ca.us
	Marin County Transit District	Operation of Catch a Ride: A Subsidized Taxi Program for Seniors and Personsw/Dis	Other	9/1/2013	Present	Jon	Gaffney	(415) 226-0855	na	jgaffney@marintransit.com
	Marin County	Marin, County of	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Marin County Board of County Commissioners	Marin County Fixed Route, Deviated Fixed Route, ADA Comparable and General Publ	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Maryland Transit Administration (MTA)	Paratransit Services for MTA	Paratransit	7/1/2004	Present	Daniel	D'Reilly	(410) 454-7434	na	d'reilly@mta.maryland.gov
	Mass Transit Dept Board of the City of El Paso	Management and Operation Transit and LIFT System	Paratransit	11/11/2012	Present	Julio	Perez	(915) 534-5883	(915) 564-4410	perezjc@elpasotexas.gov
	Mesa County RTPO	Grand Valley Transit	Multimode	1/1/2012	Present	Todd	Hollenbeck	(970) 255-7128 cell 970-210-4771	(970) 623-8481	todd.hollenbeck@mesacounty.us
	Metropolitan Transit Authority of Harris County (METRO)	METROLift Transportation Services	Paratransit	5/2/2011	Present	Arturo	Jackson	(713) 750-4208	N/A	auturo.jackson@ridemetro.org
	Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO)	Community Transportation Coordinator in Alachua County	Paratransit	10/1/2003	Present	Bonnie	Hinson	(352) 955-2200	na	beh@alachuacounty.us
	Metropolitan Tulsa Transit Authority	Lift Van Operation Demand Response Service Provider	Paratransit	11/1/2009	Present	Debbie	Ruggles	(918) 382-4933	na	druggles@tulsatransit.org
	Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	Multimode	7/1/2005	Present	Lynn	Frosch	(425) 707-5162	na	lynn.frosch@microsoft.com
	Mid Mon Valley Transit Authority	Subcontracted Transportation Services- Fixed Route and Maintenance	Fixed Route	7/1/2013	Present	Marc	Ronccone	(724) 489-0880	(724) 489-0750	na
	Mission Bay Transportation Management Assoc	Mission Bay Shuttle Service	Private Shuttle	5/1/2010	Present	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City of	Modesto	Modesto Area Express (MAX)	Fixed Route	1/1/2004	9/28/2012	Fred	Cavanah	(209) 577-5298	(209) 571-5521	fcavanah@modestogov.com
	Modoc Transportation Agency	Sage Stage	Multimode	2/1/2000	Present	Pamela	Couch	(530) 233-6410	(530) 233-6424	cimbach@frontiernet.net
City of	Monterey Park	SPIRIT Bus System	Fixed Route	7/1/2010	present	Amy	Ho	(626) 307-1383	(626) 307-2500	amho@montereypark.ca.gov
	Monterey-Salinas Transit (MST)	Operation of MST Rides ADA & Special Transportation Paratransit Services and Oth	Multimode	7/18/2004	Present	Robert	Weber	(831) 393-8108	na	rweber@mst.org
City of	Morro Bay	MBDAR and Trolley Operations and Management	Multimode	7/1/2001	Present	Janeen	Burlingame	(805) 772-6263	(805) 772-7329	jburlingame@morro-bay.ca.us
	National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	Fixed Route	10/1/2009	Present	Andrew	Feldon	(408) 592-0617	(408) 271-5125	feldona@amtrak.com
	National Renewable Energy Laboratory	NREL Shuttle Service	Private Shuttle	6/21/2010	Present	Lissa	Myers	(303) 384-7325	(303) 275-3109	lissa.myers@nrel.gov
	New York City Department of Education	General and Special Education Pupil transportation services	Schoolbus	9/1/2011	Present	Eric	Goldstein	(718) 707-4300	na	pupiltransportationteam@schools.nyc.gov

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	New York City Transit Authority	Access-A-Ride	Paratransit	10/1/2001	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride (Harlem)	Paratransit	2/1/2009	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride NYCT No. 07H9751N	Paratransit	10/1/2008	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
City of	Newark	Earthworks Transit	Paratransit	1/1/2004	1/5/2013	Anne M.	Arnott	(740) 670-7708	na	aarnott@newarkohio.net
	Nintendo of America	Nintendo	Fixed Route	5/12/2008	present	Sara	Hatfield	(425) 497-7796	na	saraha01@noa.nintendo.com
	North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	Shuttle	3/29/2009	03/24/2012	Fred	Slye	(408) 988-8881	(408) 988-8899	sslye@nvbc.org
City of	Norwalk	Norwalk Transit System (NTS) Advance Reservation Dial-A-Ride (DAR) Subscription	Paratransit	7/12/2010	present	Damian	Rosales	(562) 929-5550	(562) 929-5572	drosales@ci.norwalk.ca.us
	Ontario County	Ontario County Area Transit System (CATS)	Multimode	1/1/2011	Present	Janet	Starr	(585) 396-4018	(585) 393-2982	janet.starr@co.ontario.ny.us
	Orange County Transportation Authority (OCTA)	OCTA Fixed Route, StationLink and Express Bus Service	Fixed Route	7/1/2009	present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Orange County Transportation Authority (OCTA)	OCTA Access Paratransit Services	Paratransit	7/1/2013	Present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community Transportation Services	Paratransit	10/16/2007	present	Kathryn	Heatley	(408) 436-6865	(408) 437-9499	heatleyk@outreach2.org
County of	Palm Beach	Palm Tran Connection	Paratransit	2/13/2005	8/12/2012	Ron	Jones	(561) 649-9848	RXJONES@pbcgov.org	rxjones@pbcgov.org
City of	Palo Alto	Palo Alto Bus Shuttle Service	Shuttle	2/28/2011	Present	Kathy	Bradley	(650) 329-2162	na	kathy.bradley@cityofpaloalto.org
	Pender Adult Services, Inc.	Management, Operation, and Maintenance of a Coordinated Transportation System	Multimode	5/14/2007	Present	Judy	Cromer	(910) 259-9119	(910) 259-8434	cromer@penderadulthoodservices.com
	Pender County Department of Social Services	Pender Co DSS Transportation - Medical/Work First Clients	Shuttle	7/1/2013	Present	Reta	Shiver, D.P.A.	(910) 259-1240	na	rshiver@pendercountync.gov
County of	Peoria	Rural Peoria County Transportation Services	Multimode	4/1/2012	Present	John	Hamann	(309) 495-4968	na	jhamann@peoriacounty.org
City of	Petaluma	Petaluma Transit	Multimode	7/1/2000	present	Joe	Rye	(707) 778-7421	(707) 776-3799	jrye@ci.petaluma.ca.us
	Philadelphia Corporation for Aging	Attendant Transportation Services	Paratransit	6/13/2005	Present	Mark	Myers	(215) 765-9000	(215) 765-9066	mmyers@pcaphil.org
City of	Phoenix	Phoenix Alternative Transportation Services	Paratransit	7/1/2008	Present	Jesus	Sapien	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov
City of	Phoenix	Phoenix Dial-A-Ride Service	Paratransit	7/1/2001	present	Jesus	Sapien	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov
	Placer County	Contract Driver Services Tahoe Area Regional Transit Peak Season Program	Fixed Route	12/1/2007	present	A.L. (Tony)	Middleton	(530) 745-3530	(530) 745-3567	tmiddlet@placer.ca.gov
	Placer County	Non-Emergency Medical Transportation (Health Express) Program	Multimode	11/1/2013	Present	David	Melko	(530) 823-4090	(530) 823-4036	na
	Presidio Trust	Presidio Trust Shuttle (PresidiGo)	Fixed Route	3/8/2009	Present	Mark	Helmbrecht	(415) 561-5438	(415) 561-4485	mhelmbrecht@presidiotrust.gov
City of	Pueblo	Pueblo Transit Citi-Lift	Paratransit	12/1/2007	Present	Brenda	Broyles	(719) 553-2725	(719) 553-2724	bbroyles@pueblo.us
City of	Raleigh	City of Raleigh Capital Area Transit (CAT)	Paratransit	1/9/2012	Present	David	Eatman	(919) 996-4040	na	david.eatman@raleighnc.gov
	Regional Center East Bay (RCEB)	Transportation Services to Persons With Developmental Disabilities	Regional Center	7/1/2001	present	Francine	Davis	(510) 618-7718	(510) 618-7768	fdavis@rced.org



MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Regional Transportation Authority in Corpus Christi, Texas	Corpus Christi, B-Line	Multimode	1/1/2003	Present	Terry	Klinger	(361) 903-3529 ext. 3529	na	tklinger@ccrta.com
	Regional Transportation Authority of Pima County (RTA)	Seamless Regional Transit Circulator Service	Multimode	5/4/2009	present	Jeremy	Papuga	(520) 792-1093 x 477	(520) 620-6981	jpapuga@pagnet.org
	Regional Transportation Commission of Southern Nevada	Operation and Maintenance of Fixed Route Transit Services Lot A	Fixed Route	7/7/2013	Present	M.J.	Maynard	(702) 676-1778	na	na
	Regional Transportation Commission of Washoe County (RTC)	RTC Ride Fixed Route Services Operations and Maintenance	Fixed Route	7/1/2011	present	Lee	Gibson	(775) 348-0400	(775) 348-3270	lgibson@rtcwashoe.com
	Regional Transportation District (RTD Denver)	Access A Ride ADA Paratransit Services	Paratransit	11/2/2002	Present	Larry	Buter	(303) 299-2152	(303) 299-2992	larry.buter@rtd-denver.com
	Regis Jesuit High School	School Bus Transportation Services	Schoolbus	8/31/2003	Present	Brian	Normile	(303) 261-5502	(303) 221-4772	bnormile@regisjesuit.com
City of	Roseville	Roseville Transit System	Multimode	7/1/2001	present	Mike	Wixon	(916) 774-5480	(916) 774-5195	mwixon@roseville.ca.us
	Rotary Valley Bridge Housing	Bridge Property Management Company	Fixed Route	7/1/2009	present	Leonie	Calvert	(415) 989-1111	na	lcalvert@bridgehousing.com
	Rowan County Government on behalf of Rowan Transit System (RTS)	Rowan County Transit	Multimode	8/1/2003	Present	Gary	Price	(704) 216-8888	na	gary.price@rowancountync.gov
	S & B Engineers & Construction, Ltd.	S&B Shuttle	Shuttle	5/10/2010	2/29/2012	N.L. "Buck"	Henneke	(409) 984-0009	(409) 984-0098	nhenneke@sbec.com
County of	Sacramento	Job Access Shuttle Service to Franchise Tax Board	Shuttle	12/1/2010	Present	Debby	Rzeznik	(916) 875-0940	na	rzeznikd@saccounty.net
	Salem Area Mass Transit District	TripLink Call Center	Paratransit	6/28/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherrriots.org
	Salem Area Mass Transit District	CherryLift ADA Paratransit Services	Paratransit	6/29/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherrriots.org
	Salem Area Mass Transit District	Chemeketa Area Regional Transportation Service (CARTS)	Fixed Route	6/26/2011	Present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherrriots.org
	Salem Area Mass Transit District	Urband Demand Response Transportation Services	Multimode	8/1/2012	Present	SueAnn	Coffin	(503) 361-7588	na	coffins@cherrriots.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center	Regional Center	10/1/1997	present	Jeff	Darling	(408) 341-3540	(408) 341-3540	sadarling@sarc.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center - Monterey Service	Regional Center	9/1/2007	present	Greg	Whalley	(408) 374-9960	na	sagregw@sarc.org
	San Benito County Local Transportation Authority	San Benito County Express	Multimode	1/1/2001	present	Lisa	Rheinheimer	(831) 637-7665	(831) 636-4160	lisar@sanbenitocog.org
City and County of	San Francisco	San Francisco Mission Street Shuttle	Shuttle	11/3/2008	11/15/2013	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City and County of	San Francisco	Transportation Services for Seniors and Mentally Disabled Conservatees	Paratransit	7/1/2003	present	Michelle	Nguyen	(415) 557-6001	na	huynhnga.nguyen@sfgov.org
	San Francisco Recreation & Parks Department	Golden Gate Park Shuttle	Shuttle	2/5/2012	Present	Sean	McFadden	(415) 831-2779	na	sean.mcfadden@sfgov.org
	San Francisco Unified School District	Specialized Bus Transportation	Fixed Route	1/7/2002	Present	Frank	O' Hara	(415) 695-5505	(415) 241-6487	ohara@sbusd.ed
	San Joaquin Regional Transit District (SJRTD)	County Transportation Services	Fixed Route	9/5/2010	present	Sharon	Miller	(209) 948-5566 ext. 607	(209) 948-8516	smiller@sanjoaquinrtd.com
City of	San Leandro	Measure B Paratransit Services: Flex Shuttle and Medical Trips	Deviated Fixed Route	8/1/2003	present	Kimberly	Overton	(510) 577-7985	(510) 577-3470	koverton@sanleandro.org

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	San Leandro Transit Management Organization (SLTMO)	LINKS Employee Commuter Shuttle Service	Shuttle	5/1/2001	Present	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Leandro Transit Management Organization (SLTMO)	SLTMO's Eden Medical Center Shuttle	Shuttle	5/1/2001	na	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Mateo County Health System	Court and Inter-Facility Transportation of Clients for Behavioral Health and Rec	Paratransit	3/23/2010	present	Mary	Vozikes	(650) 573-2541	(650) 573-2841	mvozikes@co.sanmateo.ca.us
	San Mateo County Transit District (SamTrans)	Dumbarton Bridge Express Bus Service	Fixed Route	12/19/2011	Present	Cory	LaVigne	(510) 891-4846	NA	clavigne@actransit.org
	San Mateo County Transit District (SamTrans)	Redi Wheels	Paratransit	8/10/2000	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	SamTrans - CUB	Fixed Route	9/30/2001	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	Coastside Transportation Services	Paratransit	11/8/2003	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Pedro Property Owners' Alliance	San Pedro Trolley Service	Fixed Route	10/1/2012	Present	Stephen	Robbins	(310) 832-2183	(310) 832-0685	srobbins@sanpedrobid.com
City of	Sandusky	Sandusky Transit System	Multimode	1/1/2007	Present	Tom	Schwan	(419) 621-8462	(419) 626-0482	thomas schwan [thomas.schwan@ci.sandusky.oh.us]
	Santa Clara County	Housing Authority of Santa Clara County - Bracher Associate LLP	Fixed Route	1/1/2008	present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Santa Clara	Santa Clara Fixed Route, Dial-A-Ride and ASI Services	Multimode	8/2/2008	present	Adrian	Aguilar	(661) 295-6305	(661) 295-6393	aguilar@santa-clarita.com
City of	Santa Monica	Operation and Maintenance of the City of Santa Monica Dial-a-Ride Service	Paratransit	4/1/2008	present	Paul	Casey	(310) 451-5444	(310) 451-5444	paul.casey@smgov.net
City of	Santa Rosa	ADA Paratransit Complementary Paratransit service	Paratransit	11/1/2002	present	Michael	Ivory	(707) 543-3335	na	mivory@srcity.org
	Senior Concerns, Inc.	Senior Concerns, Inc.	Shuttle	9/20/2004	08/31/2011	Carol	Freeman	(805) 497-0189	n/a	n/a
City of	Show Low	Four Seasons Connection	Deviated Fixed Route	7/1/2001	present	Peter	Erlentbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
City of	Show Low	White Mountain Connection	Fixed Route	4/13/2009	present	Peter	Erlentbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
	Solano County Transit (SolTrans)	Operation of Fixed Route and Paratransit Transit Service (SolTrans)	Multimode	7/1/2011	6/30/2013	Jeannine	Wooley	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us
	South Coast British Columbia Transportation Authority	Custom Transit Operations for North of Fraser, South of Fraser, and Maple Ridge/	Paratransit	1/1/2009	present	Martin	Lay	(604) 953-3367	(604) 953-3370	martin_lay@translink.bc.ca
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County Package 6	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	SEPTA ADA Paratransit Service in Bucks County	Paratransit	1/8/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	ADA Paratransit Shared Ride Program (SRP) in Philadelphia County	Regional Center	7/29/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southwest Ohio Regional Transportation Authority (SORTA)	Specialized Transportation/Paratransit Service	Paratransit	3/1/2002	Present	Lisa	Aulick	(513) 632-7581	na	laulick@go-metro.com

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Spokane Transit	STA Paratransit Demand Responsive Service	Paratransit	1/1/2013	Present	Patricia	Talbott	(509) 325-6018	na	ptalbott@spokanetransit.com
City of	St John's	City of St John's Para-Transit Services	Paratransit	1/1/2012	present	Susan	Ralph	(709) 570-2131	(709) 576-8564	sralph@stjohns.ca
	St. Andrews Kim Korean Church	St. Andrews Church	Shuttle	2/1/2008	present	Yuliana	Kim	(510) 553-9434	none	maylilac0913@gmail.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route Bus Service in the Wheaton Area	Fixed Route	6/6/2008	Present	Don	McIntyre	(847) 228-2488	na	don.mcintyre [don.mcintyre@pacebus.com]
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Kane County	Paratransit	9/1/2003	Present	Randy	Comstock	(312) 341-8061	na	randy.comstock@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	PACE - West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village	Paratransit	3/1/2000	present	Tom	Groeninger	(847) 228-4292	(847) 364-0240	tom.groeninger@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Pace - South Cook County	Paratransit	2/1/2003	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	City of Chicago Paratransit	Paratransit	3/29/2008	present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Dupage County	Paratransit	7/1/2010	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	The Hargis Group, LLC	Gilroy Garlic Festival	Shuttle	7/29/2005	5/1/2013	Joel	Hargis	(561) 718-3029	(561) 840-3377	joelhargis@gmail.com
	The Regents of the University of California	Lawrence Berkeley National Labs	Shuttle	1/18/2010	Present	Kory	Porter	(510) 486-5112	na	kjporter@lbl.gov
City of	Thousand Oaks	Thousand Oaks Transit	Multimode	1/1/2004	present	Mike	Houser	(805) 376-5063	(805) 498-4941	mhouser@toaks.org
City of	Torrance	Municipal Area Express (MAX) Commuter Bus Service	Fixed Route	7/1/2005	6/30/213	Ian	Dailey	(310) 618-6234	(310) 618-6229	idailey@torranceca.gov
City of	Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	Multimode	7/1/2001	Present	Rod	Buchanan	(209) 831-4330	(209) 831-4212	rod.buchanan@ci.tracy.ca.us
	Transit Authority of River City (TARC)	Transit Authority of River City (TARC)	Multimode	10/1/2005	9/30/2012	J. Barry	Baker	(502) 561-5100	(502) 213-3244	jbarrybaker@ridetarc.org
City of	Tulare	Management and Operation of the City of Tulare Transit System (Tulare InterModal)	Multimode	10/1/2006	Present	Darlene	Thompson	(559) 684-4227	(559) 685-5691	dthompson@ci.tulare.ca.us
	Tulare, County of	Tulare County Area Transit (TCAT)	Multimode	10/1/2006	Present	Dan	Fox	(559) 624-7180	(559) 740-4448	dfox@co.tulare.ca.us
City of	Union City	Union City Transit	Multimode	7/1/2000	Present	Wilson	Lee	(510) 675-5409	(510) 675-9885	wilson@unioncity.org
	United Auto Group, Inc.	Shuttle Service	Shuttle	6/1/2004	9/8/2013	Jack	Guthrie	(401) 824-2252	(401) 824-2256	kguthrie@penskeautomotive.com
	University of Colorado	University of Colorado Shuttle Bus Service	Shuttle	6/1/2012	Present	Kerrie	Bathje	(303) 724-0049	na	kerrie.bathje@ucdenver.edu
	University of Kansas	Transportation Services: Fixed Route, Paratransit and Safe Ride	Multimode	8/1/2007	present	Danny	Kaiser	(785) 864-7445	(785) 864-5220	dkaiser@ku.edu
	Utah Transit Authority (UTA)	ADA Complimentary Paratransit and Route Deviation Providers	Paratransit	9/1/2004	present	Joyce	Wall	(801) 287-5373	(801) 287-4565	jwall@rideuta.com
	VA Northern California Healthcare System	Grounds Transportation (Special Needs) for the San Francisco VA Medical Center	Paratransit	10/1/1998	Present	Kathy	Gotschall	(415) 750-6613	na	kathy.gotschall@va.gov

MV Contracts for the Previous Three Years

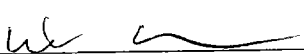
Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Valley Mountain Regional Center	Valley Mountain Regional Center	Regional Center	6/1/1997	Present	Wilma	Murray	(209) 955-3244	(209) 473-0256	wmurray@vmrc.net
	Valley Regional Transit	Valley Ride Transit System	Other	8/1/2010	Present	Bruce	Sackron	(208) 846-8547 ext. 4226	(208) 846-8564	bsackron@valleyregionaltransit.org
	Veolia, Inc.	East Bay Paratransit Consortium ADA Paratransit Services for AC Transit and BART	Paratransit	9/18/1996	Present	Mary	Rowlands	(510) 893-5949	(510) 446-2082	mary.rowlands@veoliatransdev.com
	Veolia, Inc.	San Francisco Access	Paratransit	1/8/2012	present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	DAAS Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	SFMTA Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Veolia, Inc.	SF Paratransit Shopping Shuttle	Paratransit	8/10/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliotransdev.com
	Village of Schaumburg	Dial-a-Ride (DART) Service	Multimode	6/1/2013	Present	Richard	Bascomb	(847) 923-3862	(847) 923-2381	rbascomb@ci.schaumburg.il.us
City of	Visalia	Visalia Transit System and SEKI Shuttle	Multimode	9/1/2003	Present	Monty	Cox	(559) 713-4100	(559) 713-4815	mcox@ci.visalia.ca.us
County of	Wake	Wake Coordinated Transportation Service (WCTS)	Paratransit	7/1/2003	Present	Don	Willis	(919) 250-3829	na	donwillis@wakegov.com
	Washington Metropolitan Area Transit Authority (WMATA)	MetroAccess Paratransit Services for Maryland, Virginia and Washington D.C.	Paratransit	3/1/2006	7/1/2013	Christian	Kent	(202) 962-2100	na	ckent@wmata.com
	Wells Fargo Bank N.A.	Wells Fargo Employee Shuttle Services	Shuttle	9/1/2004	Present	Christina	Davis	(925) 686-7438	(925) 685-3387	davisci@wellsfargo.com
City of	West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	7/1/2002	present	Pem Sloane	Goodman	(323) 848-6370	(323) 848-6565	pgoodman@weho.org
	Western Contra Costa Transit Authority (WestCat)	WestCAT	Multimode	7/1/2000	Present	Charles	Anderson	(510) 724-3331	(510) 724-5551	charlie@westcat.org
City of	Westlake Village	Westlake Village	Paratransit	1/14/2006	9/1/2011	Kerry	Kaliman	(818) 706-1613	(818) 706-1391	kerry@wlv.org
City of	Whittier	City of Whittier/La Habra Dial-a-ride Service Operation	Paratransit	8/1/2007	present	Martin	Browne	(562) 698-2131	(562) 698-2131	mbrowne@cityofwhittier.org
	Wilson County	Wilson County Coordinated Transportation Services	Paratransit	5/14/2007	Present	Marvin	Sharpe	(252) 399-2817	(252) 399-2770	mtsharpe@wilson-co.com
City of	Winter Springs	Winter Springs	Paratransit	4/1/2003	Present	Kevin	Smith	(407) 327-6590	(407) 327-6686	ksmith@winterspringsfl.org

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	MV Transportation, Inc.
Address	5910 N. Central Expressway, Suite 1145, Dallas TX 75206
Internal Revenue Service Employer Identification Number	94-2491705

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all 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	MV Transportation, Inc.	
Authorized representative	W.C. Pihl, Executive Vice President	
Signature		Date March 28, 2014



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: MV Transportation, Inc.

My County (WebVen) Vendor Number: 11124801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** N/A

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): 16,822

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	Please see attached Employer Information Report.					
Asian or Pacific Islander						
American Indian						
Filipino						
White						

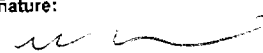
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	Minority shareholders	22.6% various	%	%	52.6 %
Women	24.8 %	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: W.C. Pihl 	Title: Executive Vice President	Date: March 28, 2014
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**EQUAL EMPLOYMENT OPPORTUNITY  
2013 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2**

CO= BG03503  
UI= BG03503

**SECTION C - TEST FOR FILING REQUIREMENT**

**SECTION B - COMPANY IDENTIFICATION**

2.a. MVTRANSPORTATION INC  
5910 N CENTRAL EXPRESSWAY 1145  
DALLAS, TX 75206

1-N 2-N 3-Y DUNS NO.:104183132

**SECTION D - EMPLOYMENT DATA**

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 485991 Special Needs Transportation

c. Y

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS					
	MALE	FEMALE	***** MALE *****					***** FEMALE *****										
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	1	0	8	2	0	0	0	0	0	0	3	1	0	0	0	0	0	15
FIRST/MID OFFICIALS & MGRS	138	60	313	198	7	21	6	17	134	139	4	7	2	9	1055	56	0	1055
PROFESSIONALS	7	7	16	8	1	1	0	2	10	4	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	103	541	110	171	9	18	1	9	307	628	14	45	2	35	1993	638	0	638
CRAFT WORKERS	231	0	218	110	11	47	4	13	1	2	1	0	0	0	638	11893	100	11893
OPERATIVES	1968	907	2242	2707	100	651	49	146	732	2137	57	59	38	100	11893	414	3	414
LABORERS & HELPERS	127	46	68	107	6	20	0	9	14	13	0	1	0	3	414	195	3	195
SERVICE WORKERS	6	24	10	52	6	7	1	0	19	28	27	7	5	3	195	16259	150	16259
TOTAL	2581	1585	2985	3355	140	765	61	196	1220	2952	103	119	47	150	16259	16257	132	16257
PREVIOUS REPORT TOTAL	2283	1480	2851	3825	129	678	63	154	1289	3108	94	115	56	132	16257	16257	132	16257

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 08/23/2013 THRU 09/06/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: EBONI CURRY  
EEO-1 REPORT CONTACT PERSON: EBONI CURRY  
EMAIL: EBONI.CURRY@MVTRANSIT.COM

TITLE: HRIS SPECIALIST  
TITLE: HRIS SPECIALIST  
TELEPHONE NO: 9723914636

CERTIFIED DATE[EST]: 12/31/2013 04:45 PM




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.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014

### TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

**A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document**

Proposer Name: MV Transportation, Inc.	Date of Request: N/A
Project Title: Avocado Heights, Bassett, West Valinda and East Valinda Shuttle Services	Project No. 2014-PA015

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

**For County use only**

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

CHARITABLE CONTRIBUTIONS CERTIFICATION

MV Transportation, Inc.

Company Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

94-2491705

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION YES NO

Proposer or Contractor has examined its activities and determined that 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. ( ) ( )

Handwritten signature

Signature

March 28, 2014

Date

W.C. Pihl, Executive Vice President

Name and Title (please type or print)

## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: MV Transportation, Inc.			
COMPANY ADDRESS: 5910 N. Central Expressway, Suite 1145			
CITY: Dallas	STATE: TX	ZIP CODE: 75206	

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: W.C. Pihl	TITLE: Executive Vice President
SIGNATURE: 	DATE: March 28, 2014

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: MV Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.


Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM Please see attached.	
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   
W.C. Pihl, Executive Vice President

DATE: March 28, 2014

## **Attachment to Form PW-14 – Proposer's List of Terminated Contracts**

MV is proud of the longstanding relationships that it has formed with the agencies it serves. MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract in its entire 39 years of service. While the Company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract terminated due to failure to comply with contract obligations.

In Greensboro, NC, MV exercised its right to terminate for convenience under the term of the contract after its inability to come to an agreement with the County that would mitigate MV's operational and financial losses. Under this per-trip contract, the client controlled all reservations and scheduling; ridership consistently decreased over the contract term and no-show trips were not effectively handled. As a result MV's was unable to effectively manage service without financial loss. In August of 2011 MV met with its customer in Greensboro NC to discuss options to remedy this situation; however the County was unable or unwilling to agree to a solution. MV's last date of service was November 13, 2011.

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: MV Transportation, Inc.

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 Please see attached.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B.  Pending Litigation       Threatened Litigation       Judgment (check one)

- 1. Against  Proposer;  Principal;  Both (check as appropriate)
- 2. Name of Litigation/Judgment: \_\_\_\_\_
- 3. Case Number: \_\_\_\_\_
- 4. Court of Jurisdiction: \_\_\_\_\_
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Proposer: *W.C. Pihl*      Date: March 28, 2014

W.C. Pihl, Executive Vice President

## **Attachment to Form PW-15 – Proposer’s Pending Litigations and Judgments**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers’ compensation and employment-related claims in the settlement or claims process. The company’s legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.



AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA SHUTTLE SERVICES (2014-PA015)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

MV Transportation, Inc.

Proposer's Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address




If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.



If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:

  
W.C. Pihl, Executive Vice President

Date: March 28, 2014

**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-**


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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:

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014

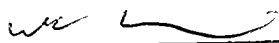
**DISPLACED TRANSIT EMPLOYEE DECLARATION**

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.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014



**AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICES (2014-PA015)  
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

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**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

**Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.**

**At the time of proposal submission, Proposer must meet the following minimum requirements:**

1. Proposer must have the following minimum number of years of experience using the listed vehicle to provide the same or similar type of fixed route services for governmental or social service agency(ies):
  - Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. **Subcontracting is not allowed to meet this requirement.**
  - 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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of Service	Please see the attached table of service experience.
Number of Years Providing Above Service	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

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.

Please see detailed narrative in the proposal response and attached.

(Please attach additional pages if needed.)

No. Proposer does not meet the experience requirement stated above.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route service for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. **Subcontracting is not allowed to meet this requirement.**

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 scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of the Employee	Stephen Allan
Number of Years Providing Above Service	Please see attached.
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

**FORM PW-20**

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.

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Please see detailed narrative in the proposal response and attached.

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(Please attach additional pages if needed.)

No. Proposer's Project Manager does not meet the experience requirement stated above.

3. Proposer or its Subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Yes. Proposer or its Subcontractor'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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of the Employee	Name: <u>Martin Camargo</u> Proposer <u>X</u> / Subcontractor _____ (check one)
Number of Years of Experience Servicing the above type of vehicle	Please see attached.
Make of Vehicle Serviced	
Model of Vehicle Serviced	
Size/Length of Vehicle Serviced	
Fuel Type of Vehicle Serviced	

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.

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Please see detailed narrative in the proposal response and attached.

(Please attach additional pages if needed.)

No. Proposer or its Subcontractor's Maintenance Manager does not meet the experience requirement stated above.

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). **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.

Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or recieved a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.



**Attachment to Form PW-20 –**

**Proposer's Compliance with the Minimum Requirements of the RFP**

**1. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV's minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Name of Service	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' MV Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	12	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7
LADOT Package 5b	2005-2013	EIDorado E-Z Rider	2001	30'	Propane	8	14

**2. Compliance with Experience Requirements of Project Manager**

Please refer to the following table for documentation of MV's project manager's minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Allan has operated all of these services in the capacity as project manager since 2008 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**Attachment to Form PW-20 –**

**Proposer's Compliance with the Minimum Requirements of the RFP**

**3. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV's maintenance manager's minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Camargo has overseen Paramount maintenance operations since 2001 and more than exceeds the minimum of 3 years' experience.

<b>Project</b>	<b>Dates of MV- Provided Service</b>	<b>Make of Vehicle</b>	<b>Model of Vehicle</b>	<b>Size/ Length of Vehicle</b>	<b>Fuel Type</b>	<b>Years' Maintenance Manager Experience</b>	<b>Number of Vehicles</b>
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	Since 2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7

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. **Subcontracting is not allowed to meet this requirement.**

- 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.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature W.C. Pihl <i>WC</i>	Title Executive Vice President
Firm Name MV Transportation, Inc.	Date March 28, 2014

AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICES (2014-PA015)

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: The information on this form is subject to verification and will not be used for scoring purposes.**

**Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.**

**At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:**

- Proposer or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

- Yes. Proposer or its Subcontractor 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)

- Proposer or its Subcontractor 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 the require ASE certification above.

Complete the chart below. List all mechanic staff assigned to this Contract.

<b>Mechanics Assigned to this Contract</b>	
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>
Martin Camargo	ASE Heating, Ventilation & A/C

- No. Proposer or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided.

2. Proposer or its Subcontractor shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified under Number 1 of this Form.

- Yes. Proposer or its Subcontractor 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.)

<b>Employee Name</b>	<b>Type of Certification</b>
Martin Camargo	MACS and IMACA

- No. Proposer or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above.

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. **Subcontracting is not allowed to meet this requirement.**


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)
Manuel Ramirez	B	Yes
Jimmy Ng	B	Yes
Lap Yuen	B	Yes
Charlie Acosta	B	Yes
Leonito Marchan	B	Yes
Johnnisha Zamora	B	Yes
Please see copies in the appendix of this proposal.		

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.

**AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA  
SHUTTLE SERVICES (2014-PA015)****PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING  
REQUIREMENTS OF THE RFP**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature W.C. Pihl 	Title Executive Vice President
Firm Name MV Transportation, Inc.	Date March 28, 2014

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: MV Transportation, Inc.	County Webven No. 11124801
Print Authorized Name: W.C. Pihl	Title: Executive Vice President
Authorized Signature: 	Date: March 28, 2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



**LOS ANGELES COUNTY CODE**

**Title 2 ADMINISTRATION**

**Chapter 2.201 Living Wage Program**

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

**2.201.20 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

- D. "Full time" means a minimum 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 the chief executive officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

**2.201.30      Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

\*Editor's note: Effective three months after the effective date of the Ordinance approval.

**2.201.040      Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050      Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer'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.
- C. Administration. The chief executive officer shall be responsible for the administration of

this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60      Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70      Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80 Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
  1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or
  3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross

revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"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. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: MV Transportation			
Company Address: 5910 N Central Expy			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 214-662-0499	Facsimile Number:	Email Address: justin.pate@mvtransit.com	
Awarding Department: Department of Public Works		Contract Term: 1 year, (4) option years	
Type of Service: Shuttle Transportation Services			
Contract Dollar Amount: \$380,000		Contract Number (if any): 2014-PA015	

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**


- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: Justin C Pate	TITLE: Vice President
SIGNATURE: 	DATE: 3/20/14

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

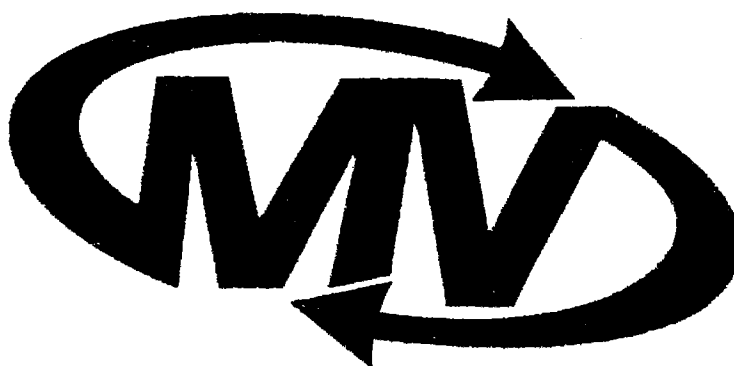
Health Benefit(s) Payment Schedule:

- Monthly                       Quarterly                       Bi-Annual

- Annually                       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**AGREEMENT**  
**BETWEEN**  
**MV TRANSPORTATION INC.**



**AND**  
**TEAMSTERS LOCAL 848**

PARAMOUNT DRIVERS

**June 13, 2010 through June 30, 2014**



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## ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective June 13, 2010, by and between MV Transportation, INC. (hereinafter referred to as the “Company”) and Teamsters Local Union Number 848, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 – RECOGNITION

Section 2.1 – Bargaining Representative: The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 – Covered Employees: All regular full-time, regular part-time, and part-time casual drivers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations.

1. City of Lynwood
2. Norwalk
3. Torrance
4. City of Compton
5. City of Downey
6. City of Cerritos
7. WillowBrook

All located at: 7209 Rosecrans, Paramount, CA 90723

8. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

9. Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 – New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### **ARTICLE 3 – PARTICIPATION**

Section 3.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 – Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the “Client.” The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees with out renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client

to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4 – Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – REPRESENTATIVES' RIGHTS**

Section 5.1 – Recognition of Shop Stewards: As a general rule, the Union may designate, and the Company will recognize, not more than one (1) Shop Steward from within the bargaining unit per fifty (50) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. However, for locations where there are less than fifty (50) bargaining unit employees permanently assigned to that facility, the Union may designate only one (1) Shop Steward. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name. Each Shop Steward will be permitted to designate one alternate Shop Steward who shall only be permitted to perform the duties of Shop Steward in their absence.

Section 5.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean



employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 848 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation: During normal business hours, the Union Business Agent or other authorized officer of the Local will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union Business Agent shall make his presence known to the General Manager (GM) or his designee upon arrival at the Division. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee. In the event that the Union Business Agent needs to conduct business at a Division location not under the current supervision of the GM the Business Agent shall call the GM or his designee upon arrival at that Division location. The Union Business Agent will suspend the conduct of Union business at an unsupervised Division location in the event it is determined by management that the presence of the General Manager is required in order to conclude that business in an orderly and businesslike manner.

## **ARTICLE 6 – BULLETIN BOARDS**

Section 6.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 – COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 8 – AFFIRMATIVE ACTION**

Section 8.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

## ARTICLE 9 – NO STRIKE, NO LOCKOUT

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 9.3 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## ARTICLE 10 – DISCIPLINE

### Section 10.1 - Disciplinary Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Weingarten Rights. It is understood that MV Transportation will comply with the Weingarten Decision with respect to its employee's rights to union representation. When a disciplinary meeting is conducted, and a request is made by a member of the bargaining unit for union representation in compliance with the Weingarten decision, a union steward shall be permitted to attend that meeting. In the absence of a Union Steward, the employee may request another available bargaining unit employee sit in on the meeting. If Union representation is waived, the Company shall make a written note of that waiver and attempt to have that note signed by the employee.
- (f) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline: Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. Disciplinary actions resulting in suspension and/or termination shall be for just cause only. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

- First Violation: Policy review / documented verbal counseling.
- Second Violation: First Written Warning Notice.
- Third Violation: Final Written Warning Notice.
- Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any similar or related rule or combination of rules. "Similar or related" would be a violation of any single step or action in a larger procedure or activity (eg. pre-trip, schedule adherence, proper uniform, workplace behavioral problems, customer service, workplace policies/procedures, etc). An employee will have his record cleared of each violation after 12 months using a rolling twelve (12) month time period.

The MV Employee Handbook policies for Attendance, Safety and Incident, Substance Abuse and Misuse, and Major Work Rule violations shall constitute "just cause" and be considered proper and/or progressive discipline for violations as stated in those sections of the Handbook with the exceptions of:

1. Additionally, the disciplinary terms contained in the Company's agreed upon cell phone use policy shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.
2. The agreed upon Drive-Cam Policy shall remain in full force and effect for the duration of this agreement unless expressly agreed to between the parties in writing.

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such

rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.

- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup. (NOTE: This language (j) is only for Agreements that cover Paratransit operations.)
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- (p) Any other terminable offense as stated in the MV Employee Handbook.

Section 10.5 - Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On two (2) occasions in any rolling (12) twelve month period, an employee shall be excused from work for a verifiable illness without the assessment of an attendance point when that employee meets both of the following conditions:

1. The absence is reported to supervision or dispatch at least (1) one hour prior to the start of their shift.
2. The employee presents a valid doctors excuse dated and signed by a doctor practicing in the U.S., releasing the employee from work on the actual day, or consecutive days for the entire period of absence up to (5) five days.



Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7 – Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle. A final determination as to the safety of all Company equipment shall be determined by management or their authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

Section 11.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

#### STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

#### STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

#### STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request

arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties.  
An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 12 – CATEGORIES OF EMPLOYEES**

Section 12.1 – Regular Full-Time. Employees whose regular scheduled bid is at least thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time. Employees whose regular scheduled bid is less than thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than thirty-two and one half (32.5) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change. Part-time employees may be requested to work more than thirty-two and one half (32.5) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open

shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

## ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – Pre-trip Duties: Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. Each employee shall be allowed a five (5) minute “grace period” for every sign-on. Employees shall not be penalized for signing on five (5) minutes or less after their Scheduled Report Time.

Section 13.2 – Post-trip Duties: An operator’s paid time ends after their last trip is performed and the vehicle is refueled (if required), returned to the yard, the vault is pulled (if required), and the post-trip is completed, and all required paperwork is completed and turned in. It shall be considered a major violation of Company Work Rules, and subject to discipline up to and including termination, to intentionally and unnecessarily extending “dead head” time when returning to the yard and/or the completion of any and all post-trip duties.

Section 13.3 – Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 – Overtime. Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.

Section 13.5 – Scheduled Hours – Fixed Route. The Company agrees not to make arbitrary changes to existing bid routes. Changes may be made during general bids as stated in Article 15 of this agreement. However, changes may be made when caused by an act of God, natural disaster, when mandated by the client, to maintain the efficiency of operations as determined by management, or to meet other verifiable operational needs

beyond the control of the employer. The Company shall not abolish existing routes solely for the purpose of moving work to part-time positions.

In the event that changes to a given route need to be made due to one of the reasons stated above, the Company agrees to eliminate and revise the affected route or routes. The revised route or routes shall then be bid in accordance with the Bidding Article section entitled "Single Open Piece of Work".

13.6 – Scheduled Hours – Para-transit:

Due to the nature of Para-transit work, there shall be no guaranteed hours per day or per week.

13.7 – Standby Assignment:

Drivers working standby shall be guaranteed two (2) hours per scheduled report.

## **ARTICLE 14 – SENIORITY**

Section 14.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

## **ARTICLE 15 – BIDDING**

Section 15.1 – Procedure: The Company shall conduct General Bids at least 2 times each year, at a time determined by the Company or as required due to changes in demand for the service. The company agrees to conduct scheduled bids each January and July so long as these scheduled bids do not fall within four (4) months of any previous bid. In such case, the Company may wait till the next January or July bid time to conduct the next General Bid. Separate General Bids will be conducted for employees working on each revenue agreement. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. For “scheduled” fixed route service, posted runs shall show the start and the end times of the shift. For “flex-scheduled” fixed route, and dial-a-ride service, posted runs shall show the approximate start and the approximate end times of the shift.

General Bids will be conducted separately for employees working on each revenue agreement within Division 14. Any driver may bid on any available open piece of Division 14 work in the following manner:



### General Bid

- First – Operators bid within the revenue agreement for which the employee is permanently assigned based on their revenue contract seniority.
- Second – Remaining open pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

### Single Open Piece of Work

- First – When any piece of work becomes open between General Bids, only that piece of work will be posted, and may be bid on by drivers within the revenue agreement for which the opening exists based on their revenue contract seniority.
- Second – Remaining single pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

Single Open Piece of Work Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. The bid shall be posted for five (5) business days. The successful bidder shall be notified within two (2) business days of the close of bidding. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Section 15.2. General Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Full-time and part-time status will be determined by the piece of work for which the operator successfully bids.

Section 15.3 – Illness or Injury. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

Section 15.4 – Para-Transit Work. A bid shall not be construed to mean that this is a minimum of maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time. (NOTE: This Section applies only to operations that perform para-transit services.)

Section 15.5 - Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid.

## **ARTICLE 16 – DRUG AND ALCOHOL PROGRAM**

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

## **ARTICLE 17 – BREAKS & LUNCHES**

Section 17.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of thirty (30) minutes.

Section 17.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12)-hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure.

## **ARTICLE 18 – COMPLETE AGREEMENT**

Section 18.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 18.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

#### **ARTICLE 19 – AUTHORIZED DEDUCTIONS**

Section 19.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 19.2 – D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one

check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## **ARTICLE 20 – ITEMIZED STATEMENTS**

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 21 – JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

## **ARTICLE 22 - FUNERAL LEAVE**

Section 22.1 – Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationary employees with six (6) full months of service to the Company shall be entitled to up to two (2) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## ARTICLE 23 – LEAVES OF ABSENCE

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## **ARTICLE 24 – TRANSFER RIGHTS**

Section 24.1. An employee, who has completed one (1) year or more of site seniority at one of the locations covered by this Agreement, may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager of the current location will notify the employee in writing if the transfer has been accepted or rejected within 10 working days of receipt of the employee's request.

Section 24.2. An employee accepted for transfer as set forth in Section 1 above, shall begin to accrue site seniority at the new location beginning from the date the employee begins work at the new location, and will immediately rescind seniority held at the previous site. That employee shall retain Company seniority from the other location for purposes of wage progression

and benefits. It is generally understood that the driver's wages will remain at the same rate until the contract catches up with the driver's wage rate if he/she is making more than the current scale. The Driver's new wage rate shall be agreed upon before any transfer takes place. If he/she is making less than the current scale the transferring driver will be brought to scale.

Section 24.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

### **ARTICLE 25 – SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

### **ARTICLE 26 – PARKING**

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

### **ARTICLE 27 – BONUS/INCENTIVE PROGRAMS**

Section 27.1 – Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, operator retention, etc. These bonuses may be ongoing, or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

### **ARTICLE 28 - SAVINGS CLAUSE**

Section 28.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City,



State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 28.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 28.3 – Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

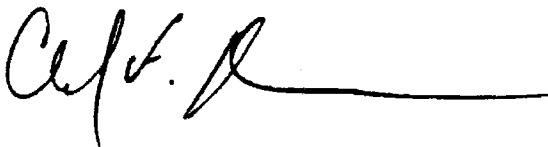
**ARTICLE 29 – DURATION**

Section 29.1 - Effective Date: This Agreement shall be in force and effect from June 13, 2010 through 12:00 midnight June 30, 2014.

Section 29.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY  
MV Transportation, Inc.



\_\_\_\_\_  
Cliff Reynolds  
Director of Labor Relations

May 31, 2012  
Date

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers



\_\_\_\_\_  
Eric Tate  
Secretary-Treasurer

5/31/12  
Date

## APPENDIX "A" - WAGES

### The Scale

	Training Rate	Compton, Lynwood, Torrance, Downey, Wittier, Norwalk, Willow Brook	La Mirada
Starting	\$ 8.00	\$ 9.25	\$ 10.25
6 Mon		\$ 9.65	\$ 10.65
1 Year		\$ 9.90	\$ 10.90
2 Year		\$ 10.25	\$ 11.25
3 Year		\$ 10.40	\$ 11.40
4 Year		\$ 10.55	\$ 11.55
5 Year		\$ 10.70	\$ 11.70

### Wages

#### Year 1 – July 1, 2011

All current employees (except Willow Brook) get a \$0.50 increase retro to July 1, 2011.

Willow Brook Employees get put back to \$11 per hour for current and \$10.25 for the dial-a-ride. They retain their seniority with the service. All new hires start on the scale at \$9.25 per hour.

#### Year 2 – July 1, 2012

All employees with 4 years or more receive \$0.50 increase

All employees with more than 3 years receive \$0.40 increase.

All employees with more than 2 years receive \$0.35 increase.

All employees with more than a year receive \$0.30 increase and all other employees shall receive their increase as per the scale.

Year 3 – July 1, 2013

All employees with 4 years or more receive 3% increase

All employees with more than 2 year receive \$0.30 increase.

All other employees shall remain on the scale.

Training Rate: Training wage rate shall be \$8.00 per hour, or minimum wage, whichever is greater.

If the driver is to be suspended and retrained then the retraining may take place during the suspension at the drivers regular of pay. If there is no suspension then the retraining will be paid at the driver's regular rate of pay. All mandatory meetings shall be paid at the driver's regular rate of pay or overtime if overtime applies under Article 13 Hours of Work

#### **Payroll Notes**

Payroll Note #1: Driver/Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollars (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position.

Payroll Note #2: Driver/Cadet Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver/Cadet Trainer and may send a trainee on route with the employee. An employee so assigned shall be paid a differential of twenty-five cents (\$0.25) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer.

- Payroll Note #3: Effective Dates: Drivers inside the wage scale shall receive one wage increase per year which shall occur on the "Annual Increase" date stated in the wage table above. Each driver's wage rate for this annual increase shall be determined by the wage rate found in the column/row where the "Annual Increase" column and employee's "Years of Service" row intersect. Drivers shall receive such increase commencing on the first (1st) day of the first (1st) pay period on or after the wage table date on which the increase is effective.
- Payroll Note #4: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this Appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay.
- Payroll Note #5: Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his/her classification as stated on section 3 above. The Company may at its option, elect to credit some or all of a Driver's prior driving service or experience for the purpose of establishing a higher initial placement on the progression schedule.
- Payroll Note #6: Adjusted Hire Date: An employee's adjusted hire date shall be assigned based on original hire date and previous years of service for employees who worked for the previous contractor on this revenue agreement at time of startup, or for employees who transfer from another MV Division.

## APPENDIX "B" - BENEFITS

### 401 (K) PLAN

#### Company 401k Plan

The Company will offer its 401(k) retirement plan to all eligible employees to the extent that only tax deferred employee contributions will be made in accordance with the provisions of the plan. This plan shall be employee contribution only.

### PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

Independence Day	Labor Day
Thanksgiving Day	Christmas Day
New Years day	Memorial Day
Presidents Day	

**Section 2 - Holiday Eligibility:** Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

**Section 3 - Holiday Pay:** Holiday pay will be paid at eight (8) hours per day.

**Section 4 - Pay for Holiday Work:** Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

## HEALTH INSURANCE

Section 1 - Designation of Trust: The Employer agrees to make contributions to the Teamsters Multi Benefit Trust "Transportation Industry Program" plan for the purpose of providing Medical and Prescription Drug, Dental, Vision benefits for all qualified full time, non-probationary employees and their dependents.

The Employer shall report the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 20<sup>th</sup> day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1<sup>st</sup> day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall;

- a) Have at least six (6) months of continuous service with the Company, and have passed all the training and be fully qualified and scheduled to operate on their own.
- b) Have made through payroll deduction, all contributions required.
- c) Be a full-time, non-probationary bargaining unit member.
- d) Benefits stop if on leave of absence or off duty due to a worker compensation claim beyond benefits-protected leave, such as CFRA/FMLA leave.
- e) Be a bargaining unit member who has worked or received pay for at least eighty (80) straight-time hours during the calendar month for which benefits are being provided.

Section 3 - Employee and Dependent Coverage: Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first

day of the month following six (6) complete months of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section 4 - Required Employee Contribution for Group Health Plan: For all eligible employees who select health care coverage, the Company shall contribute the amounts listed below on behalf of the employee and the dependents of the employee. The employee shall contribute an amount equal to the total health care premium minus the employer's contribution as stated in section 5 below.

Section 5 - Employer Contribution: Effective with the first (1) day of the first (1) calendar month of voluntary enrollment, the Company shall contribute the table below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

HEALTH INSURANCE

<b>Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu</b>	<b>Total Cost 2011</b>	<b>Monthly Employer Cost</b>	<b>Monthly Employee Cost</b>
<b>Employee Only</b>	\$ 343.00	60%	40%
<b>Additional Cost for Employee + 1</b>	\$ 318.00	40%	60%
<b>Additional Cost for Employee + Family</b>	\$ 585.00	40%	60%

Increase % to 70% Company 30% Employee July 1, 2013 for employee only Coverage. Medical costs are subject to increase in January of each year. Use percentages for calculations.

Section 6 - Wavier of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.



## PAID VACATION / PTO

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one full year of employment	40 hours
After three full years of employment	80 hours

In order to receive full vacation, a full-time employee must have worked at least 1590 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1590 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. – Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. – Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a

form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

#### Section 4. Cash Out

Employees will be paid for all unused vacation at the time of termination of employment.

#### Section 5. Vacation Carry Over:

At no time shall an employee retain more than 175% of their annual vacation allotment. For example, an employee earning 120 hours of vacation per year will not receive additional vacation in excess of 210 hours.

*(Eg. 40 hours vacation has an accumulation cap of 70 hours)*

## **PAID PERSONAL LEAVE**

Non-probationary, regular full-time employees with six (6) full months of service shall be eligible to receive a one-time allotment of Paid Personal Leave in accordance with the table below:

July 1, 2011 = Eight (8) Hours

July 1, 2012 = Sixteen (16) Hours

Paid Personal Leave will not accrue, and there shall be no prorated allotments. Employees with less than six (6) months of service on July 1<sup>st</sup> shall not be eligible for the annual allotment of paid personal leave. Employees shall receive one annual allotment per year and this allotment may not be cashed out at termination of employment or for any other reason.

Illness: An employee who is prevented from reporting for work due to illness shall promptly notify Dispatch and abide by the terms contained in the MV Transportation Attendance Policy contained in the Employee Handbook.

Scheduled Personal Paid Leave: Use of Personal Paid Leave must be approved seven (7) days in advance, and may be granted dependent upon operational needs as determined by the Company.

Paid Personal Leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday. One hour will be the standard increment. No carryover of Personal paid Leave will be permitted from year to year.

Paid Personal Leave shall not be considered as time worked for the purpose of computing overtime.

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
- Annually

- Quarterly
- Other: \_\_\_\_\_ (Specify)

Bi-Annual

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:
PLEASE PRINT NAME:	TITLE OR POSITION:

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: Exempt

- 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

MV Transportation, Inc.
Print Name of Firm


W.C. Pihl, Executive Vice President
Print Name and Title

March 28, 2014
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: MV Transportation, Inc.	Print Name of Owner: Feysan and Alex Lodde, majority owners
Print Address of Firm: 5910 N. Central Expressway, Suite 1145	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code Dallas, TX 75206	Print Name and Title: W.C. Pihl, Executive Vice President

<b>Public Entity Name</b>	Please see attached.
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of 2 pages.

## **Attachment to Form LW-5 – Labor / Payroll / Debarment History**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has labor law, payroll and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending labor law/ payroll claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Jarrett Andrews, Vice President and Associate General Counsel at (972) 391-4683.

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>State of California, Dept. of Industrial Relations Division of Labor Standards Enforcement</i>
Public Entity Address:	Street Address: <i>100 Paseo de San Antonio, St. 120</i> City, State, Zip: <i>San Jose, CA 95113</i>
Case Number/Date Claim Opened:	Case Number: [REDACTED] Date Claim Opened: <i>May 8, 2012</i>
Name and Address of Claimant:	Name: <i>Vivian Garcia</i> Street Address: [REDACTED] City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	[REDACTED]
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	[REDACTED]

*15* Additional Pages are attached for a total of 2 pages.



LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement 100 Paseo de San Antonio, Ste. 120 San Jose, CA 95113 FAX(408) 277-9643		For Court Use Only:
Plaintiff: Vivian I. Garcia		Court Number
Defendant: MV Transportation, Inc. a California corporation		
State Case Number [REDACTED]	<b>ORDER, DECISION OR AWARD OF THE LABOR COMMISSIONER</b>	

1. The above-entitled matter came on for hearing before the Labor Commissioner of the State of California as follows:

DATE: February 26, 2013       CONTINUED TO:

CITY: 100 Paseo de San Antonio, Ste. 120 San Jose, CA 95113

2. IT IS ORDERED THAT: **Plaintiff recover from Defendant.**

- \$ [REDACTED] for wages (with lawful deductions)
- \$ [REDACTED] for liquidated damages pursuant to Labor Code Section 1194.2
- \$ [REDACTED] Reimbursable business expenses
- \$ [REDACTED] for interest pursuant to Labor Code Section(s) 98.1(c), 1194.2 and/or 2802(b).
- \$ [REDACTED] for additional wages accrued pursuant to Labor Code Section 203 as a penalty  
*and that same shall not be subject to payroll or other deductions.*
- \$ [REDACTED] for penalties pursuant to Labor Code Section 203.1 which *shall not be subject to payroll or other deductions.*
- \$ [REDACTED] other (specify):
- \$ [REDACTED] **TOTAL AMOUNT OF AWARD**

3. The herein Order, Decision or Award is based upon the Findings of Fact, Legal Analysis and Conclusions attached hereto and incorporated herein by reference.

4. The parties herein are notified and advised that this Order, Decision or Award of the Labor Commissioner shall become final and enforceable as a judgment in a court of law unless either or both parties exercise their right to appeal to the appropriate court\* within ten (10) days of service of this document. Service of this document can be accomplished either by first class mail or by personal delivery and is effective upon mailing or at the time of personal delivery. If service on the parties is made by mail, the ten (10) day appeal period shall be extended by five (5) days. For parties served outside of California, the period of extension is longer (See Code of Civil Procedure Section 1013). In case of appeal, the necessary filing fee must be paid by the appellant and appellant must, immediately upon filing an appeal with the appropriate court, serve a copy of the appeal request upon the Labor Commissioner. If an appeal is filed by a corporation, a non-lawyer agent of the corporation may file the Notice of Appeal with the appropriate court, but the corporation must be represented in any subsequent trial by an attorney, licensed to practice in the State of California. Labor Code Section 98.2(e) provides that if the party seeking review by filing an appeal to the court is unsuccessful in such appeal, the court shall determine the costs and reasonable attorney's fees incurred by the other party to the appeal and assess such amount as a cost upon the party filing the appeal. An employee is successful if the court awards an amount greater than zero.

**PLEASE TAKE NOTICE:** Labor Code Section 98.2(b) requires that as a condition to filing an appeal of an Order, Decision or Award of the Labor Commissioner, the employer shall first post a bond or undertaking with the court in the amount of the ODA; and the employer shall provide written notice to the other parties and the Labor Commissioner of the posting of the undertaking. Labor Code Section 98.2(b) also requires the undertaking contain other specific conditions for distribution under the bond. While this claim is before the Labor Commissioner, you are required to notify the Labor Commissioner *in writing* of any changes in your business or personal address within 10 days after any change occurs.

\* Superior Court, County of Santa Clara  
 LIMITED CIVIL CASE  
 191 North First Street  
 San Jose, CA 95113

LABOR COMMISSIONER, STATE OF CALIFORNIA

BY: [Signature]

P. Huber

HEARING OFFICER

DATED: May 24, 2012

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>State of Florida Florida Commission on Human Relations</i>
Public Entity Address:	Street Address: <i>2009 Apalachee Parkway, Suite 100</i> City, State, Zip: <i>Tallahassee, Florida 32301-4857</i>
Case Number/Date Claim Opened:	Case Number: [Redacted] Date Claim Opened: <i>May 14, 2012</i>
Name and Address of Claimant:	Name: <i>Murielle Francisque</i> Street Address: [Redacted] City, State, Zip: [Redacted]
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	[Redacted]
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	[Redacted]

Additional Pages are attached for a total of 2 pages.



Rick Scott  
Governor

# State of Florida Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

2009 Apalachee Parkway • Suite 100 • Tallahassee, Florida 32301-4857  
(850) 488-7082  
http://fchr.state.fl.us



Gilbert Singer  
Chair  
Michelle Wilson  
Executive Director

FCHR No. [REDACTED]  
Certified Receipt #: 9 [REDACTED]

Murielle Francisque  
c/o Ms. Mary E Lytle, Esquire  
Law Offices of Mary E Lytle  
549 North Wymore Road  
Suite 207  
Maitland, FL 32751

Complainant

MV Transportation  
c/o Ms. Cynthia Haston  
Labor & Employment Law Counsel  
5910 N. Central Expressway  
Dallas, TX 75206

Respondent

### DETERMINATION: CAUSE

Complainant filed a Complaint of Discrimination alleging that Respondent violated the Florida Civil Rights Act of 1992, as amended, Section 760.10, Florida Statutes. The Florida Commission on Human Relations has investigated this matter and has found the following:

Respondent is an employer within the meaning of the Florida Civil Rights Act of 1992, and the timeliness and all jurisdictional requirements have been met;

Pursuant to Rule 60Y-5.004(1), Florida Administrative Code, the Office of Employment Investigations has submitted an Investigative Memorandum;

On the basis of the report and recommendation, pursuant to the authority delegated to me by Rules 60Y-2.004(2)(c) and 60Y-5.004, Florida Administrative Code, I have determined that [REDACTED]

Michelle Wilson  
Executive Director

Dated: 9-11, 2012  
Filed: Sept. 11, 2012  
By: Denis Crawford  
Clerk of the Commission

RECEIVED  
BY: [Signature]

### COMMISSIONERS

- |                                   |   |                                     |   |
|-----------------------------------|---|-------------------------------------|---|
| Gayle Cannon<br>Lake City         | Dr. Donna Elam<br>Orlando                   | Dr. Onelia Fajardo<br>Miami         | Dr. Elena Flom<br>Cocoa Beach               |
| James Johns<br>Jacksonville Beach | Michael Keller<br>Tampa                     | Michell Long<br>Jacksonville        | Lizette Romano<br>West Palm Beach           |
| Joanna Sharp<br>Wellington        | Gilbert M. Singer, <i>Chairman</i><br>Tampa | Billy Whitefox Stall<br>Panama City | Mario Valle, <i>Vice Chairman</i><br>Naples |

**COUNTY OF LOS ANGELES  
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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>10 South Howard Street, 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>February 11, 2011</i>
<b>Name and Address of Claimant:</b>	Name: <i>Peggy Gamble Bell</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Driver</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 2 pages.



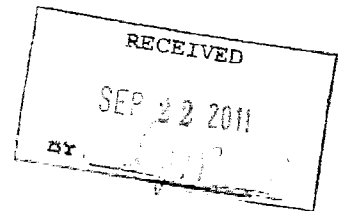
**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Baltimore Field Office**

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
National Contact Center: (800) 669-4000  
National Contact Center TTY: (800) 669-6820  
Baltimore Status Line: (866) 408-8075  
Baltimore Direct Dial: (410) 209-2237  
TTY (410) 962-6065  
FAX (410) 962-2817/4270

EEOC CHARGE 531-2010-01920

Peggy A. Gamble-Bell  
[REDACTED]

Charging Party



MV Transportation, Inc.  
4501 Curtis Avenue  
Baltimore, Maryland 21226

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulation, I issue on behalf of the Commission the following determination on the merits of the subject charge filed under the Age Discrimination in Employment Act of 1967, as amended (hereinafter referred to as "ADEA"). Respondent is an employer within the meaning of Title VII, as amended and all requirements for coverage have been met.

Charging Party has alleged [REDACTED]

Respondent denied all allegations of discrimination and asserted that Charging Party was similarly situated to seven (7) other individuals who were discharged between February and May 2010, for violating its zero tolerance cell phone policy. All of these individuals were under age 40 and none, including the Charging Party, were reinstated.

Evidence provided by Respondent to the Commission during this investigation, included a notation on an employee separation report that an individual "marked yes to ever having a felony, and per division, applicants can not ever have a felony".

Growing out of the investigation, I find that there is reasonable cause to believe that since at least September 2, 2008, Respondent implemented a continuing company-wide policy/practice of utilizing job applicant criminal charge, conviction and other criminal justice system history as a selection criterion for hiring. I find reasonable cause to believe that this policy/practice has had, and continues to have, an unlawful disparate impact on Black and Hispanic job applicants because of their race and national origin in violation of Title VII. I further find that this policy/practice has had, and continues to have, an unlawful disparate impact on male job applicants because of their sex, in violation of Title VII.

As to all other allegations, EEOC is unable to conclude that the information obtained establishes violations of any other statutes.

**COUNTY OF LOS ANGELES  
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<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>10 South Howard St., 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>October 31, 2011</i>
<b>Name and Address of Claimant:</b>	Name: <i>N'Nay Lockhart</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Dispatcher</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.  
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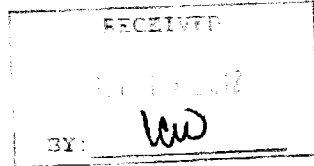


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TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270

EEOC Charge No.: 846-2010-43134

D'Nay Lockhart  
[REDACTED]



Charging Party

MV Transportation  
6505 Belcrest Road  
Hyattsville, MD 20782

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination as to the merits of the subject charge. All requirements for coverage have been met.

Charging Party alleges that [REDACTED] suspension and discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended.

Respondent denies Charging Party's allegations, and maintains that it found no evidence to substantiate Charging Party's claims that [REDACTED] who Respondent demoted from Alert List Supervisor to Dispatcher on November 25, 2010 following an investigation. Respondent asserts that all disciplinary actions taken against Charging Party, including suspension and discharge, were warranted per its policies, and that at no time did it deny Charging Party opportunities for transfer or promotion.

The investigation revealed that Charging Party was [REDACTED]

Based on the foregoing, I have determined that [REDACTED]

EEOC Charge No.: 846-2010-43134

Page 2

EEOC is unable to conclude that the information obtained establishes any other violations of Title VII or any other statutes.

Upon finding that [REDACTED], the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek monetary remedies inclusive of the applicable cap to your organization for compensatory and/or punitive damages; full back pay (total wage and benefit loss) with interest; front pay; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any, as well as non-monetary remedies. A Commission representative will prepare a conciliation proposal for Respondent's review. Again, the Commission is postured to consider any reasonable offer during this period. If any offer has not previously been submitted, Respondent is requested to accept, reject, or submit a counteroffer to the enclosed conciliation proposal concerning Charging Party and any additional aggrieved individuals (if applicable) and do so by the date in the conciliation proposal letter.

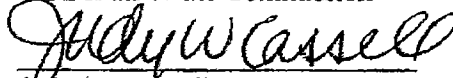
The confidentiality provisions of Title VII and Commission regulations apply to information obtained during conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission.

Date

9/10/12

On Behalf of the Commission



Judy W. Cassell  
Acting Director

Enclosure: Conciliation Proposal (Respondent only)

cc:

Cynthia J. Haston  
Employment Law Counsel  
MV Transportation  
5910 N. Central Expressway  
Dallas, TX 75206

Tico Almeida  
1418 W Street NW, Apt. 501  
Washington, DC 20009



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>10 South Howard Street, 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
Case Number/Date Claim Opened:	Case Number: <i>[REDACTED]</i>
	Date Claim Opened: <i>January 11, 2011</i>
Name and Address of Claimant:	Name: <i>Tina Jenkins</i>
	Street Address: <i>[REDACTED]</i>
	City, State, Zip: <i>[REDACTED]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[REDACTED]</i>
	<i>[REDACTED]</i>

Additional Pages are attached for a total of 3 pages.  
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FAX (410) 209-2221  
FAX (410) 962-4270  
Website: [www.eeoc.gov](http://www.eeoc.gov)

EEOC Charge 846-2010-29303

Ms. Tina L. Jenkins

[REDACTED]

Charging Party

MV Transportation  
8540 Ashwood Drive  
Capitol Heights, MD 20743

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge, filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII). The timeliness and all other jurisdictional requirements for coverage have been met.

Charging Party alleged that she was [REDACTED]

Respondent denies that it subjected Charging Party to [REDACTED] admits that she was removed from her position.

Examination of the evidence indicates that on the same day Charging Party engaged in a protected activity she was ordered by the Respondent to take a drug test. Although, Charging Party's drug test result was negative, she was forced to remain off-duty. Respondent contends that for safety reasons Charging Party was asked to take fitness for duty exam, but she failed to return to work and she also failed to provide Respondent with contact information, so it was unable to contact her. The Respondent also stated that it investigated, but could not substantiate Charging Party's harassment claims.

The Respondent was given an opportunity, [REDACTED]

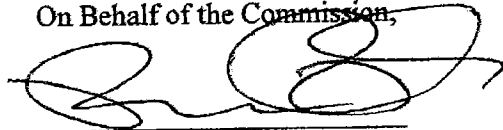
The evidence as a whole demonstrates that Respondent [REDACTED]

Based on this analysis [REDACTED]

Upon finding that [REDACTED] attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek an amount inclusive of the applicable cap to your organization for compensatory and/or punitive damages; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any. A commission representative will prepare an actual dollar amount to include accruing wage losses and attendant benefits, with interest to date, any appropriate front pay; and, if appropriate, attorney fees and costs which have accrued to date.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office director is not obtained, the director will inform the Respondent of the court enforcement alternatives available to the Commission.

On Behalf of the Commission,



Rosemarie Rhodes  
Director

Date

6/17/2013

cc:

Cynthia Haston, Esquire  
MV Transportation, Inc.  
5910 N. Central Expressway  
Dallas, TX 75206

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>State of Alaska, Dept. of Labor Workforce Development Labor Standards and Safety Division</i>
Public Entity Address:	Street Address: <i>1251 Muldrow Road, Suite 113</i> City, State, Zip: <i>Anchorage, AK 99504-2098</i>
Case Number/Date Claim Opened:	Case Number: [REDACTED] Date Claim Opened: <i>April 24, 2013</i>
Name and Address of Claimant:	Name: <i>David Rodriguez</i> Street Address: [REDACTED] City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial)	<i>Safety Supervisor</i>
Description of Allegation and/or Violation:	[REDACTED]
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	[REDACTED]

*Two* Additional Pages are attached for a total of 3 pages.



THE STATE  
of ALASKA

OFFICE OF THE ATTORNEY GENERAL

Department of Labor and  
Workforce Development

1251 WILDSON ROAD, SUITE 115

WAGE AND HOUR ADMINISTRATION

1251 Wildson Road, Suite 115  
Anchorage, Alaska 99504-2009

Phone: (907) 267-1906

Fax: (907) 269-4939

http://labor.alaska.gov/hs

September 19, 2013

MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

RE: RODRIGUES, D. v. RELIANT TRANSPORTATION, INC.  
A0413-060D

Ladies and Gentlemen:

The Department has received MV Transportation's June 16, 2013, response to the above referenced claim. It appears that MV has taken the position that [REDACTED]

[REDACTED]

Alaska Statute 23.05.140(b) requires an employee to receive all of an employee's wages, salaries or other compensation for labor or services upon separation of employment. Under 8AAC 25.030(3), rate of pay means all remuneration for service from whatever source, including, in pertinent part, accrued vacation

The Alaska Supreme Court, in *Pyramid Printing v. ASCHR*, 153 P.3d 994 (Alaska 2007), characterized vacation pay as an alternate form of wages, earned at the time of accrual, even if paid at a later time and stated that employers may not contractually limit such pay via caps on accrual, forfeiture of pay not used within certain time frames, or rules against cash out at termination. Additionally, in *United Food and Commercial Workers' Union Local 1496 v. D & A Super Markets, Inc.*, at 7, (Alaska 1984) found that an employer's failure to pay strikers their "accrued vacation pay" constituted a violation of AS 23.05.140(b) (while dicta contained in a footnote, it affirms the Department's position to accept and pursue vacation pay claims.)

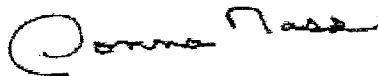
MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
September 19, 2013  
Page 2

Further, in Sweet v. Storemont Vale Regional Medical Center, 667 P.2d 178 (Kansas 1982). An employee terminated her employment with the medical center without giving prior notice. The employee handbook provided that an employee had to give two weeks' notice in order to receive payment for vacation time. The applicable Kansas statutes and regulations are closely analogous to Alaska Law. The Kansas Supreme Court found the requirement of giving two weeks' notice to be a violation of law.

Therefore, in lieu of the above, the Department is requesting that [REDACTED]

It is the Department's desire to resolve this claim quickly and amicably without taking further action. If you have any questions, please contact me at 907-269-4909.

Sincerely,



Donna Nass  
Wage and Hour Investigator  
Wage and Hour Administration  
Anchorage Regional Office

DN:sg  
Reliant.vacation.reply

**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):

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- A debarment by a public entity listed below within the past ten years.

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Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NW QZF</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>Fredericksburg, VA 22406</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

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FAX (202) 419-0740

Charge No. 570-2009-02251

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies all of Charging Party's allegations.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]

[REDACTED]

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With respect to Charging Party's allegation that [REDACTED] there is insufficient evidence for the Commission to determine that Charging Party was not hired on the basis of [REDACTED]. This does not, however, certify that Respondent is in compliance with Title VII.

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.


If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>131 M Street, NE, Suite 4NW02F</i>
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<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
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<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>Reasonable Cause Finding</i>
	<i>[Redacted]</i>

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Washington Field Office

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Charge No. 570-2009-02248



Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent


DETERMINATION

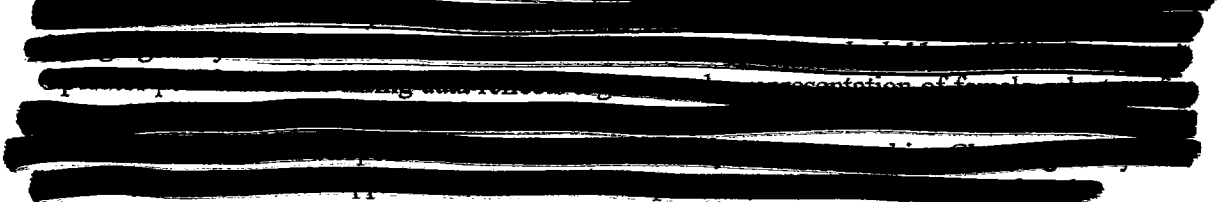
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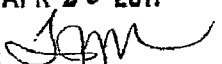
Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that 

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that 



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Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

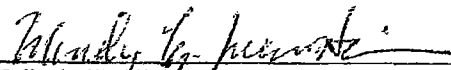
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You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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<b>Description of Work: (e.g., Janitorial)</b> <i>Applicant</i>	
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
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Charge No. 570-2009-02247

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

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Respondent denies Charging Party's allegation.

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[REDACTED]

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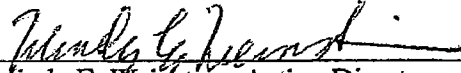
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On Behalf of the Commission:

APR 25 2011  
Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

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LIVING WAGE PROGRAM  
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	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>590-2009-02319</i>
	Date Claim Opened: <i>September 29, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b> <i>Applicant</i>	
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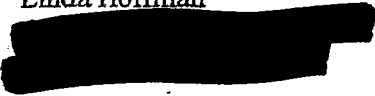


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FAX (202) 419-0740

Charge No. 570-2009-02319

Linda Hoffman



Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

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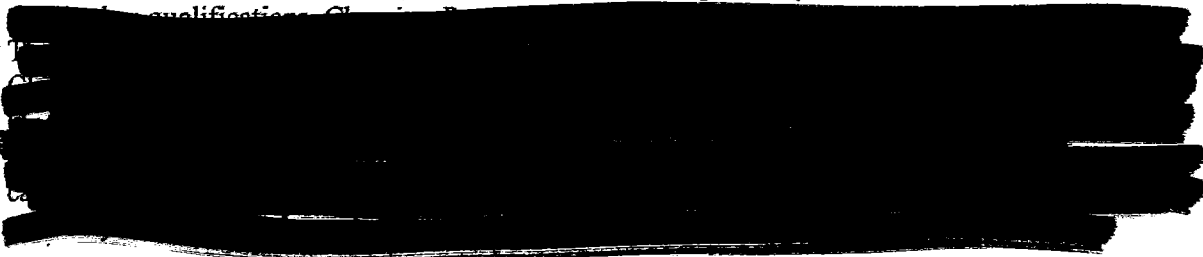
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Charging Party alleges that



Respondent denies Charging Party's allegation.

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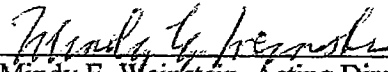
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On Behalf of the Commission:

APR 25 2011  
Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

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<b>Public Entity Address:</b>	Street Address: <i>131 M. Street, NE, Suite 4NW102F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>570-2009-09246</i>
	Date Claim Opened: <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>Jermanesha Costales</i>
	Street Address: <i>[REDACTED]</i>
	City, State, Zip: <i>[REDACTED]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
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	<i>[REDACTED]</i>

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Charge No. 570-2009-02246

Jemaneshe T. Getahun

Charging Party

[REDACTED]

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360 Campus Lane, Suite 201  
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[REDACTED]

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BY: Jgm

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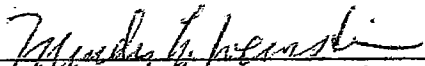
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On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

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Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M. Street, NE, Suite 4N6W2E</i>
	City, State, Zip: <i>Washington, DC 20567</i>
Case Number/Date Claim Opened:	Case Number: <i>570-2009-02252</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>Virginia Scott</i>
	Street Address: <i>[REDACTED]</i>
	City, State, Zip: <i>[REDACTED]</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[REDACTED]</i>
	<i>[REDACTED]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

131 M Street, N. E., Suite 4NW02F  
Washington, D. C. 20507  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Washington Status Line: (866) 408-8075  
Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02252

Virginia P. Scott

Charging Party

[REDACTED]

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

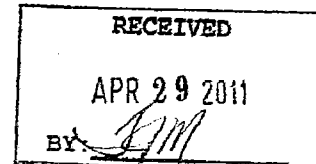
Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]



Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

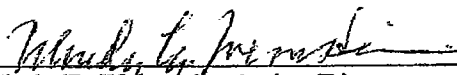
If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office



**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: <i>MV Transportation, Inc.</i>	Print Name of Owner: Feysan and Alex Lodde, majority owners
Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NW @ 2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>578 - 2009 - 02249</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>Adrian Halpern</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

131 M Street, N. E., Suite 4NW02F  
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TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02249

Adrien K. Hailey



Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

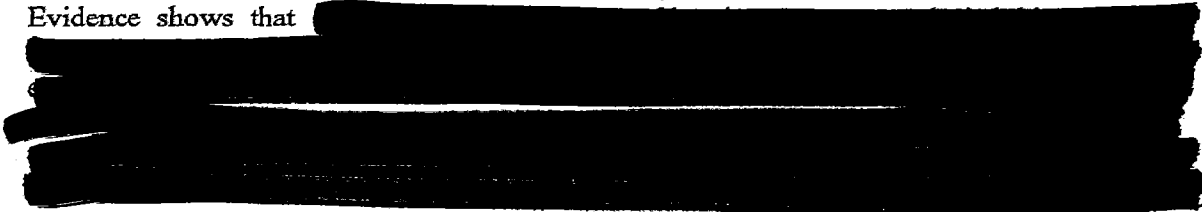
Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that



Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party expressed her interest in being considered for a position and attempted unsuccessfully to apply for a position. Charging Party was qualified to perform the Paratransit Operator position. Evidence shows that



RECEIVED  
APR 29 2011  
BY: *[Signature]*

[REDACTED]

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

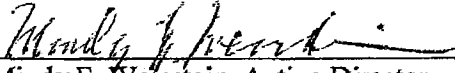
If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p><b>MAJOR</b> 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><b>SIGNIFICANT</b> 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><b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p><b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p><b>NONE</b> 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: MV Transportation, Inc.

Name of Proposer's Health Plan: Kaiser / Aetna HDHP / Aetna Buy Up PPO Date: March 28, 2014

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ Please see \$ attached rate \$ sheets and plan \$ information for	Domestic partners and children of domestic partners are eligible. Plan Tiers are: Employee Only
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N	hourly and exempt non- bargained employees.	Employee and Spouse / Domestic Partner Employee and Children Family
Any Annual Deductible? Per Person Per Family	<input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ \$	
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> Y <input checked="" type="radio"/>	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> N	\$	

**LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Ⓚ N	\$	Please see attached.
Physical Therapy	Ⓚ N	\$	
Prescription Drugs	Ⓚ N	\$	
Routine Eye Examinations	Y Ⓚ	\$	
Skilled Nursing Facility	Ⓚ N	\$	
Surgery	Ⓚ N	\$	
X-Ray and Laboratory	Ⓚ N	\$	

Under this health plan, a full time employee: (Non-Bargained)

- Becomes eligible for health insurance coverage after 30 days of employment for exempt / 60 days for hourly
- Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2.5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

**California Divisions - Hourly Non-Bargained Employees**

Fulltime eligible on 1st of the month following 30 days employment

	EE Hrlly Wage: \$7.25 - \$9.61		EE Hrlly Wage: \$9.62 - \$12.02		EE Hrlly Wage: \$12.03 - \$14.42		EE Hrlly Wage: \$14.43 - \$16.83		EE Hrlly Wage: \$16.84 - \$17.73		EE Hrlly Wage: \$17.74 +	
	2014 Monthly Cost	2014 Monthly Contribution	2014 Monthly Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck
<b>Kaiser CA</b>												
Employee Only	549.45	\$322.71	\$283.69	\$132.88	\$244.01	\$152.72	\$204.49	\$172.48	\$164.81	\$192.32	\$149.99	\$199.73
Employee/Spouse	1,208.78	\$443.03	\$283.69	\$462.54	\$244.01	\$482.39	\$204.49	\$502.15	\$164.81	\$467.04	\$149.99	\$529.39
Employee/Children	1,098.89	\$386.09	\$283.69	\$407.60	\$244.01	\$427.44	\$204.49	\$447.20	\$164.81	\$467.04	\$149.99	\$474.45
Employee/Family	1,648.34	\$322.71	\$283.69	\$682.32	\$244.01	\$702.17	\$204.49	\$721.93	\$164.81	\$747.77	\$149.99	\$749.17
<b>Acna HDHP</b>												
Employee Only	442.10	\$322.72	\$283.69	\$79.20	\$244.01	\$99.05	\$204.49	\$118.81	\$164.80	\$138.65	\$150.00	\$146.05
Employee/Spouse	928.41	\$322.72	\$283.69	\$322.36	\$244.01	\$342.20	\$204.49	\$361.96	\$164.80	\$381.80	\$150.00	\$389.21
Employee/Children	884.20	\$322.72	\$283.69	\$300.25	\$244.01	\$320.10	\$204.49	\$339.86	\$164.80	\$359.70	\$150.00	\$367.10
Employee/Family	1,348.41	\$322.72	\$283.69	\$532.36	\$244.01	\$552.20	\$204.49	\$571.96	\$164.80	\$591.80	\$150.00	\$599.21
<b>Acna Buy Up PPO</b>												
Employee Only	587.45	\$322.72	\$283.69	\$132.37	\$244.01	\$171.72	\$204.49	\$191.48	\$164.80	\$211.32	\$150.00	\$218.73
Employee/Spouse	1,233.65	\$322.72	\$283.69	\$455.47	\$244.01	\$494.82	\$204.49	\$514.58	\$164.80	\$534.42	\$150.00	\$541.83
Employee/Children	1,174.90	\$322.72	\$283.69	\$426.09	\$244.01	\$445.60	\$204.49	\$465.45	\$164.80	\$505.05	\$150.00	\$512.45
Employee/Family	1,791.72	\$322.72	\$283.69	\$734.50	\$244.01	\$754.01	\$204.49	\$793.62	\$164.80	\$813.46	\$150.00	\$820.86
<b>MetLife Dental Co-Pay (With Medical)</b>												
Employee Only	\$11.95	\$0.00	\$0.00	\$0.60	\$0.00	\$0.60	\$0.00	\$0.60	\$0.00	\$0.60	\$0.00	\$0.60
Employee/Spouse	\$25.70	\$0.00	\$0.00	\$12.85	\$0.00	\$12.85	\$0.00	\$12.85	\$0.00	\$12.85	\$0.00	\$12.85
Employee/Children	\$24.55	\$0.00	\$0.00	\$12.28	\$0.00	\$12.28	\$0.00	\$12.28	\$0.00	\$12.28	\$0.00	\$12.28
Employee/Family	\$42.62	\$0.00	\$0.00	\$21.31	\$0.00	\$21.31	\$0.00	\$21.31	\$0.00	\$21.31	\$0.00	\$21.31
<b>MetLife Dental PDP (With Medical)</b>												
Employee Only	\$28.63	\$0.00	\$0.00	\$14.32	\$0.00	\$14.32	\$0.00	\$14.32	\$0.00	\$14.32	\$0.00	\$14.32
Employee/Spouse	\$61.62	\$0.00	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81
Employee/Children	\$58.88	\$0.00	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44
Employee/Family	\$102.20	\$0.00	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10
<b>MetLife Dental PDP (Without Medical)</b>												
Employee Only	\$28.63	\$25.77	\$0.00	\$1.43	\$0.00	\$1.43	\$0.00	\$1.43	\$0.00	\$1.43	\$0.00	\$1.43
Employee/Spouse	\$61.62	\$0.00	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81	\$0.00	\$30.81
Employee/Children	\$58.88	\$0.00	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44	\$0.00	\$29.44
Employee/Family	\$102.20	\$0.00	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10	\$0.00	\$51.10
<b>VSP Vision</b>												
Employee Only	\$4.78	\$0.00	\$0.00	\$2.39	\$0.00	\$2.39	\$0.00	\$2.39	\$0.00	\$2.39	\$0.00	\$2.39
Employee/Spouse	\$8.61	\$0.00	\$0.00	\$4.31	\$0.00	\$4.31	\$0.00	\$4.31	\$0.00	\$4.31	\$0.00	\$4.31
Employee/Children	\$9.48	\$0.00	\$0.00	\$4.74	\$0.00	\$4.74	\$0.00	\$4.74	\$0.00	\$4.74	\$0.00	\$4.74
Employee/Family	\$13.91	\$0.00	\$0.00	\$6.96	\$0.00	\$6.96	\$0.00	\$6.96	\$0.00	\$6.96	\$0.00	\$6.96

**California Divisions - Exempt Non-Bargained Employees**

PT eligible on 1st of the month following 1 month employment

	EE Hrly Wage: \$7.25 - \$9.61		EE Hrly Wage: \$9.62 - \$12.02		EE Hrly Wage: \$12.03 - \$14.42		EE Hrly Wage: \$14.43 - \$16.83		EE Hrly Wage: \$16.84 - \$17.73		EE Hrly Wage: \$17.74 +	
	2014 Monthly Cost	Monthly Co. Contribution	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck
<b>Kaiser CA</b>												
Employee Only	492.10	\$322.72	\$283.69	\$104.30	\$244.01	\$124.15	\$204.49	\$143.91	\$164.80	\$163.75	\$150.00	\$171.15
Employee/Spouse	1,083.07	\$322.72	\$283.69	\$399.69	\$244.01	\$419.53	\$204.49	\$439.29	\$164.80	\$459.13	\$150.00	\$466.54
Employee/Children	984.61	\$322.72	\$283.69	\$330.46	\$244.01	\$370.30	\$204.49	\$390.06	\$164.80	\$409.90	\$150.00	\$417.31
Employee/Family	1,476.91	\$322.72	\$283.69	\$596.61	\$244.01	\$616.45	\$204.49	\$636.21	\$164.80	\$656.05	\$150.00	\$663.46
<b>Aetna HDHP</b>												
Employee Only	442.10	\$322.72	\$283.69	\$79.20	\$244.01	\$99.05	\$204.49	\$118.81	\$164.80	\$138.65	\$150.00	\$146.05
Employee/Spouse	928.41	\$322.72	\$283.69	\$302.85	\$244.01	\$342.20	\$204.49	\$361.96	\$164.80	\$381.80	\$150.00	\$389.21
Employee/Children	884.20	\$322.72	\$283.69	\$300.25	\$244.01	\$320.10	\$204.49	\$339.86	\$164.80	\$359.70	\$150.00	\$367.10
Employee/Family	1,348.41	\$322.72	\$283.69	\$512.85	\$244.01	\$552.20	\$204.49	\$571.96	\$164.80	\$591.80	\$150.00	\$599.21
<b>Aetna Buy Up PPO</b>												
Employee Only	587.45	\$322.72	\$283.69	\$132.37	\$244.01	\$171.72	\$204.49	\$191.48	\$164.80	\$211.32	\$150.00	\$218.73
Employee/Spouse	1,233.65	\$322.72	\$283.69	\$455.47	\$244.01	\$494.82	\$204.49	\$514.58	\$164.80	\$534.42	\$150.00	\$541.83
Employee/Children	1,174.90	\$322.72	\$283.69	\$426.09	\$244.01	\$465.45	\$204.49	\$485.21	\$164.80	\$505.05	\$150.00	\$512.45
Employee/Family	1,791.72	\$322.72	\$283.69	\$734.50	\$244.01	\$773.86	\$204.49	\$793.62	\$164.80	\$813.46	\$150.00	\$820.86
<b>MetLife Exempt PDP</b>												
Employee Only	30.62	\$22.05	\$283.69	\$4.29	\$244.01	\$4.29	\$204.49	\$4.29	\$164.80	\$4.29	\$150.00	\$4.29
Employee/Spouse	65.91	\$40.86	\$283.69	\$12.52	\$244.01	\$12.52	\$204.49	\$12.52	\$164.80	\$12.52	\$150.00	\$12.52
Employee/Children	62.97	\$39.04	\$283.69	\$11.96	\$244.01	\$11.96	\$204.49	\$11.96	\$164.80	\$11.96	\$150.00	\$11.96
Employee/Family	109.29	\$67.76	\$283.69	\$20.77	\$244.01	\$20.77	\$204.49	\$20.77	\$164.80	\$20.77	\$150.00	\$20.77
<b>VSP Vision Exempt</b>												
Employee Only	\$5.80	\$4.18	\$283.69	\$0.81	\$244.01	\$0.81	\$204.49	\$0.81	\$164.80	\$0.81	\$150.00	\$0.81
Employee/Spouse	\$10.31	\$6.39	\$283.69	\$1.96	\$244.01	\$1.96	\$204.49	\$1.96	\$164.80	\$1.96	\$150.00	\$1.96
Employee/Children	\$10.95	\$6.79	\$283.69	\$2.08	\$244.01	\$2.08	\$204.49	\$2.08	\$164.80	\$2.08	\$150.00	\$2.08
Employee/Family	\$16.54	\$10.25	\$283.69	\$3.14	\$244.01	\$3.14	\$204.49	\$3.14	\$164.80	\$3.14	\$150.00	\$3.14



**Kaiser Permanente: DEDUCTIBLE PLAN**  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.kp.org](http://www.kp.org) or by calling 1-800-278-3296.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$500 Individual/\$1,000 Family (See chart starting on page 2 for when deductible is waived.)	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. \$3,000 Individual/\$6,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, health care this plan doesn't cover, and cost sharing for certain services listed in plan documents.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of plan providers, see <a href="http://www.kp.org">www.kp.org</a> or call 1-800-278-3296.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	Yes, but you may self-refer to certain specialists.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.

- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.

- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)

- This plan may encourage you to use **plan providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 per visit	Not Covered	Deductible waived.
	Specialist visit	\$10 per visit	Not Covered	Deductible waived. Services related to infertility covered at 50% coinsurance per visit.
	Other practitioner office visit	\$10 per visit for acupuncture services.	Not Covered	Deductible waived. Chiropractic care not covered. Physician referred acupuncture.
	Preventive care/screening/immunization	No Charge	Not Covered	Deductible waived. Some preventive screenings (such as lab and imaging) may be at a different cost share.
If you have a test	Diagnostic test (x-ray, blood work)	X-ray: \$10 per encounter; Lab tests: \$10 per encounter	Not Covered	After deductible.
	Imaging (CT/PET scans, MRIs)	\$50 per procedure	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you need drugs to treat your illness or condition	Generic drugs	Plan pharmacy: \$10 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
	Preferred brand drugs	Plan pharmacy: \$30 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
	Non-preferred brand drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
If you have outpatient surgery	Specialty drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
	Facility fee (e.g., ambulatory surgery center)	10% coinsurance per procedure	Not Covered	After deductible.
	Physician/surgeon fees	10% coinsurance per procedure	Not Covered	After deductible.
	Emergency room services	10% coinsurance per visit	10% coinsurance per visit	After deductible.
If you need immediate medical attention	Emergency medical transportation	\$150 per trip	\$150 per trip	After deductible.
	Urgent care	\$10 per visit	\$10 per visit	After deductible.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance per admission	Not Covered	Deductible waived. Non-Plan providers covered when outside the service area.
	Physician/surgeon fee	10% coinsurance per admission	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived.
	Mental/Behavioral health inpatient services	10% coinsurance per admission	Not Covered	After deductible.
	Substance use disorder outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived.
	Substance use disorder inpatient services	10% coinsurance per admission	Not Covered	After deductible.
If you are pregnant	Prenatal and postnatal care	Prenatal care: No Charge; Postnatal care: No Charge	Prenatal care: Not covered; Postnatal care: Not covered	Prenatal: Deductible waived. Cost sharing is for routine preventive care only; Postnatal: Deductible waived. Cost sharing is for the first postnatal visit only.
	Delivery and all inpatient services	10% coinsurance per admission	Not Covered	After deductible.

Common Medical Event	Services You May Need		Your cost if you use a		Limitations & Exceptions
	Plan Provider	Non-Plan Provider	Plan Provider	Non-Plan Provider	
If you need help recovering or have other special health needs	Home health care	Not Covered	No Charge	Not Covered	Deductible waived. Up to 2 hours maximum per visit, up to 3 visits maximum per day, up to 100 visits maximum per calendar year.
	Rehabilitation services	Not Covered	Inpatient: 10% coinsurance per admission; Outpatient: \$10 per day	Not Covered	After deductible.
	Habilitation services	Not Covered	\$10 per day	Not Covered	After deductible.
	Skilled nursing care	Not Covered	10% coinsurance per admission	Not Covered	After deductible. Up to 100 days maximum per benefit period.
	Durable medical equipment	Not Covered	20% coinsurance per item	Not Covered	Deductible waived. Must be in accordance with formulary guidelines. Requires prior authorization.
	Hospice service	Not Covered	No Charge	Not Covered	Deductible waived. Limited to diagnoses of a terminal illness with a life expectancy of twelve months or less.
	Eye exam	Not Covered	No Charge	Not Covered	Deductible waived.
	Glasses	Not Covered	Not Covered	Not Covered	_____none_____
	Dental check-up	Not Covered	Not Covered	Not Covered	You may have other dental coverage not described here.
	If your child needs dental or eye care				

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Chiropractic care</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> </ul> | <ul style="list-style-type: none"> <li>• Hearing aids</li> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul> | <ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine foot care unless medically necessary</li> <li>• Weight loss programs</li> </ul> |
|--|--|--|

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Acupuncture (plan provider referred)
- Bariatric surgery
- Infertility treatment
- Routine eye care (Adult)

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-278-3296. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: Kaiser Permanente at 1-800-278-3296 or online at [www.kp.org/memberservices](http://www.kp.org/memberservices).

If this coverage is subject to ERISA, you may contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), and the California Department of Insurance at 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

If this coverage is not subject to ERISA, you may also contact: California Department of Insurance at or 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

Additionally, this consumer assistance program can help you file your appeal:

Department of Managed Health Care Help Center  
1-888-466-2219  
[www.healthhelp.ca.gov](http://www.healthhelp.ca.gov)  
[helpline@dmhc.ca.gov](mailto:helpline@dmhc.ca.gov)

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

**Does this Coverage Meet the Minimum Value Standard?**

In order for certain types of health coverage (for example, individually purchased insurance or job-based coverage) to qualify as minimum essential coverage, the plan must pay, on average, at least 60 percent of allowed charges for covered services. This is called the "minimum value standard." **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

SPANISH (Español): Para obtener asistencia en Español, llame al 1-800-788-0616 or TTY/TDD 1-800-777-1370

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-278-3296 or TTY/TDD 1-800-777-1370

CHINESE (中文): 如果需要中文的帮助，请拨打这个号码 1-800-757-7585 or TTY/TDD 1-800-777-1370

NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijijigo holne' 1-800-278-3296 or TTY/TDD 1-800-777-1370

\_\_\_\_\_To see examples of how this plan might cover costs for a sample medical situation, see the next page.

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,040
- Patient pays \$1,500

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient Pays:

Deductibles	\$500
Copays	\$200
Coinsurance	\$600
Limits or exclusions	\$200
<b>Total</b>	<b>\$1,500</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,420
- Patient pays \$980

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient Pays:

Deductibles	\$0
Copays	\$700
Coinsurance	\$200
Limits or exclusions	\$80
<b>Total</b>	<b>\$980</b>



# Questions and answers about the Coverage Examples:

## What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

## What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

## Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

## Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

## Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

## Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-278-3296 or 1-800-777-1370 (TTY), or visit us at [www.kp.org](http://www.kp.org). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call 1-800-278-3296 or 1-800-777-1370 (TTY) to request a copy.

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual <b>\$500</b> / Family <b>\$1,500</b> . Out-of-network: Individual <b>\$1,000</b> / Family <b>\$3,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$3,000</b> / Family <b>\$9,000</b> . Out-of-network: Individual <b>\$6,000</b> / Family <b>\$18,000</b> .	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. You can see the specialist you choose without permission from this plan.
Do I need a referral to see a specialist?	No.	
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 copay per visit	40% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	\$40 copay per visit	40% coinsurance	None
	Other practitioner office visit	\$40 copay per visit	40% coinsurance	None
	Preventive care /screening /immunization	No charge	40% coinsurance	Age and frequency schedules may apply.
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a></p>	Generic drugs	\$10 copay/prescription (retail), \$20 copay/prescription (mail order)	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	\$20 copay/prescription (retail), \$40 copay/prescription (mail order)	Not covered	
	Non-preferred brand drugs	\$40 copay/prescription (retail), \$80 copay/prescription (mail order)	Not covered	
<p>If you have outpatient surgery</p> <p>If you need immediate medical attention</p> <p>If you have a hospital stay</p>	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	Not covered	<p>Aetna Specialty CareRx<sup>SM</sup> - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®.</p> <p>_____ None _____</p> <p>_____ None _____</p> <p>_____ None _____</p> <p>_____ None _____</p> <p>_____ None _____</p> <p>Pre-authorization required for out-of-network care.</p> <p>_____ None _____</p>
	Facility fee (e.g, ambulatory surgery center)	20% coinsurance	40% coinsurance	
	Physician/surgeon fees	20% coinsurance	40% coinsurance	
	Emergency room services	20% coinsurance	20% coinsurance	
	Emergency medical transportation	20% coinsurance	40% coinsurance	
Urgent care	\$50 copay per visit	40% coinsurance		
Facility fee (e.g, hospital room)	20% coinsurance	40% coinsurance		
Physician/surgeon fee	20% coinsurance	40% coinsurance		

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$40 copay per visit	40% coinsurance	None
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	\$40 copay per visit	40% coinsurance	None
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Prenatal and postnatal care	No charge	40% coinsurance	None
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you are pregnant</b>	Home health care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Rehabilitation services	20% coinsurance	40% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice service	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



## Aetna Choice® POS II

Coverage Period: 01/01/2014-12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

• Additionally, a consumer assistance program can help you file an appeal. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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## Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

### Summary of Benefits and Coverage: What this Plan Covers & What it Costs

#### Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

#### Language Access Services:

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776.

如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.

Dinek' ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776.

Para obtener asistencia en Español, llame al 1-888-996-8776.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

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Coverage Examples

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,940
- Patient pays: \$1,600

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$500
Copays	\$20
Coinsurance	\$930
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,600</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$4,030
- Patient pays: \$1,370

**Sample care costs:**

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$500
Copays	\$570
Coinsurance	\$220
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,370</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.



### Coverage Examples

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual \$4,000 / Family \$8,000. Out-of-network: Individual \$8,000 / Family \$16,000. Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual \$6,350 / Family \$12,700. Out-of-network: Individual \$12,500 / Family \$25,000.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. You can see the specialist you choose without permission from this plan.
Do I need a referral to see a specialist?	No.	
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services.

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	30% coinsurance	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician. ____ None _____ ____ None _____ Age and frequency schedules may apply.
	Specialist visit	30% coinsurance	50% coinsurance	
	Other practitioner office visit	30% coinsurance	50% coinsurance	
	Preventive care / screening /immunization	No charge	50% coinsurance	
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	____ None _____
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	____ None _____

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a></p>	Generic drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Non-preferred brand drugs	50% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	50% coinsurance/prescription (retail)	
<p>If you have outpatient surgery</p> <p>If you need immediate medical attention</p>	Facility fee (e.g, ambulatory surgery center)	30% coinsurance	50% coinsurance	None
	Physician/surgeon fees	30% coinsurance	50% coinsurance	None
<p>If you have a hospital stay</p>	Emergency room services	30% coinsurance	30% coinsurance	None
	Emergency medical transportation	30% coinsurance	50% coinsurance	None
	Urgent care	30% coinsurance	50% coinsurance	None
<p>If you have mental health, behavioral health, or substance abuse needs</p>	Facility fee (e.g, hospital room)	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	30% coinsurance	50% coinsurance	None
	Mental/Behavioral health outpatient services	30% coinsurance	50% coinsurance	None
	Mental/Behavioral health inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
Substance use disorder outpatient services	30% coinsurance	30% coinsurance	50% coinsurance	None

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**Aetna Choice® POS II**

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you are pregnant</b>	Substance use disorder inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Prenatal and postnatal care	No charge	50% coinsurance	None
<b>If you need help recovering or have other special health needs</b>	Delivery and all inpatient services	30% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
	Home health care	30% coinsurance	50% coinsurance	Coverage is limited to 120 visits per year. Pre-authorization required for out-of-network care.
<b>If your child needs dental or eye care</b>	Rehabilitation services	30% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 days per year. Pre-authorization required for out-of-network care.
	Durable medical equipment	30% coinsurance	50% coinsurance	None
	Hospice service	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
<b>Excluded Services &amp; Other Covered Services:</b>	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov).

**Your Grievance and Appeals Rights:**

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

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**Does this Coverage Provide Minimum Essential Coverage?**

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The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

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Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776. **Para obtener asistencia en Español, llame al 1-888-996-8776.**

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----



Coverage Examples

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,030
- Patient pays: \$4,510

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

Patient pays:

Deductibles	\$4,000
Copays	\$0
Coinsurance	\$360
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,510</b>

Managing type 2 diabetes  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$2,050
- Patient pays: \$3,350

Sample care costs:

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

Patient pays:

Deductibles	\$2,420
Copays	\$0
Coinsurance	\$850
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,350</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.





## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.



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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions		Answers	Why this Matters:
What is the overall deductible?		For each Calendar Year, In-network: Individual <b>\$4,000</b> / Family <b>\$8,000</b> . Out-of-network: Individual <b>\$8,000</b> / Family <b>\$16,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.		You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$6,350</b> / Family <b>\$12,700</b> . Out-of-network: Individual <b>\$12,500</b> / Family <b>\$25,000</b> .		The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.		Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.		The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.		If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.		You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.		Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services.

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	30% coinsurance	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	30% coinsurance	50% coinsurance	_____ None _____
	Other practitioner office visit	30% coinsurance	50% coinsurance	_____ None _____
	Preventive care / screening / immunization	No charge	50% coinsurance	Age and frequency schedules may apply.
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	_____ None _____
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	_____ None _____



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you need drugs to treat your illness or condition</b> <b>More information about prescription drug coverage is available at</b> <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a>	Generic drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Non-preferred brand drugs	50% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	50% coinsurance/prescription (retail)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	None
	Physician/surgeon fees	30% coinsurance	50% coinsurance	None
<b>If you need immediate medical attention</b>	Emergency room services	30% coinsurance	30% coinsurance	None
	Emergency medical transportation	30% coinsurance	50% coinsurance	None
	Urgent care	30% coinsurance	50% coinsurance	None
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	30% coinsurance	50% coinsurance	None
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	30% coinsurance	50% coinsurance	None
	Mental/Behavioral health inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	30% coinsurance	50% coinsurance	None

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).  
 If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



**Aetna Choice® POS II**

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you are pregnant</b>	Substance use disorder inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Prenatal and postnatal care	No charge	50% coinsurance	None
	Delivery and all inpatient services	30% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care	30% coinsurance	50% coinsurance	Coverage is limited to 120 visits per year. Pre-authorization required for out-of-network care.
	Rehabilitation services	30% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 days per year. Pre-authorization required for out-of-network care.
	Durable medical equipment	30% coinsurance	50% coinsurance	None
<b>If your child needs dental or eye care</b>	Hospice service	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cco.cms.gov.

**Your Grievance and Appeals Rights:**

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

• Additionally, a consumer assistance program can help you file an appeal. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

**Does this Coverage Provide Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

**Language Access Services:**

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776.

Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-888-996-8776.

如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.

Para obtener asistencia en Español, llame al 1-888-996-8776.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,030
- Patient pays: \$4,510

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$4,000
Copays	\$0
Coinsurance	\$360
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,510</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$2,050
- Patient pays: \$3,350

#### Sample care costs:

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$2,420
Copays	\$0
Coinsurance	\$850
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,350</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.





## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA SHUTTLE SERVICES (2014-PA016)

PROPOSER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURLY WAGE RATE**	ANNUAL COST		
	SUN	MON	TUE	WED	THU	FRU	SAT				
Project Manager		1.00	1.00	1.00	1.00	1.00	1.00	5.00	260.00	\$0.00	\$0.00
Safety & Training Manager		1.00	1.00	1.00	1.00	1.00	1.00	5.00	260.00	\$0.00	\$0.00
Maintenance Manager		1.00	1.00	1.00	1.00	1.00	1.00	5.00	260.00	\$0.00	\$0.00
Road Supervisor		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$13.36	\$27,788.80
Mechanic		1.60	1.60	1.60	1.60	1.60	1.60	8.00	416.00	\$25.19	\$10,479.04
Utility		1.60	1.60	1.60	1.60	1.60	1.60	8.00	416.00	\$10.31	\$4,288.96
Driver #1		7.47	7.47	7.47	7.47	7.47	7.47	37.35	1,942.20	\$11.59	\$22,510.10
Driver #2			7.47	7.47	7.47	7.47	7.21	37.09	1,928.68	\$11.59	\$22,353.40
Driver #3			7.47	7.47	7.47	7.47	7.21	29.62	1,540.24	\$11.59	\$17,851.38
Driver #4		7.47					7.21	29.62	1,540.24	\$11.59	\$17,851.38
Driver #5		7.47	7.47				7.21	22.15	1,151.80	\$11.59	\$13,349.38
Driver #6		7.47	7.47	7.47				22.41	1,166.32	\$11.59	\$13,506.06
<b>Comments/Notes:</b>									<b>Total Annual Salaries</b>		<b>\$149,978.48</b>
<b>Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below</b>											
Mechanic(s)	Hourly Wage Rate										
Mechanic(s)	\$25.19								(1) Vacations, Sick Leave, Holiday	\$2,823.00	
Mechanic(s)	\$								(2) Health Insurance **	\$13,520.96	
Mechanic(s)	\$								(3) Payroll Taxes & Workers' Compensation	\$26,058.78	
Mechanic(s)	\$								(4) Welfare and Pension		
									<b>Total Annual Employee Benefits (1+2+3+4)</b>	<b>\$42,402.74</b>	
									(5) Equipment Costs	\$12,802.07	
									(6) Service and Supply Costs	\$134,320.05	
									(7) General and Administrative Costs	\$17,319.16	
									(8) Profit	\$11,035.00	
									<b>Total Annual Other Costs (5+6+7+8)</b>	<b>\$175,476.28</b>	
									<b>TOTAL ANNUAL PRICE</b>	<b>\$367,657.50</b>	

\* 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.

MV Transportation, Inc.  
Name of Proposer

  
Date 5/16/14

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
AVOCADO HEIGHTS, BASSETT, WEST VALINDA, AND EAST VALINDA SHUTTLE SERVICES (2014-PA015)**

**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><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 All employees document their actual hours worked on daily time documents. Office staff and maintenance employees document their actual work times on a department time sheet that includes their scheduled work hours. If their actual hours worked differs from their scheduled work hours they must provide an explanation. Drivers document their actual hours worked on a daily trip sheet. Drivers are expected to complete their tasks within the allotted time for pre and post trip vehicle inspections and travel time. If their times exceed the allotted times they are required to provide an explanation for the additional time.</p> <p>1.2 Employees will check in with the dispatch office to report to work.</p> <p>1.3 Employee shifts start when they arrive at the location and clock in at their stated scheduled time.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> 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>2. When an employee reports to work, they check in with dispatch who verifies the following:                      a.) Reported to work on time                      b.) Valid credentials: driver's license and medical card                      c.) Operator is in proper uniform                      Documentation method is sign-in sheet.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p><b>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS</b> (Please blank out any personal information).</p>	<p>3.1 Trip sheet gets input in to Payroll Edit which calculates work hours versus pay hours.                      3.2 Hard copy of the Trip Sheet and Payroll Edit records.                      3.3 Records are maintained daily.                      3.4 Local Division Payroll Clerk                      3.5 Project Manager and Payroll Clerk both check the records to ensure they are complete and accurate.                      3.6 The hard copy records are files at the division for one year and then moved to off-site secure storage.                      3.7 Yes, records are used as a source document to create payroll.</p>



Individual Time Record & TripSheet  
MONDAY THROUGH FRIDAY

Date: \_\_\_\_\_ Run Number: 1  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_  
 Payroll Times: 6:18 16:00

Transit Center	Compton and Wilmington	Adell School	Central El Segundo	Wilmington 110 St.	Rosemead & Wilmington
7:30	7:35	7:40	7:45	7:48	7:51
8:00	8:05	8:10	8:15	8:18	8:21
8:30	8:35	8:40	8:45	8:48	8:51
9:00	9:05	9:10	9:15	9:18	9:21
9:30	9:35	9:40	9:45	9:48	9:51
10:00	10:05	10:10	10:15	10:18	10:21
10:30	10:35	10:40	10:45	10:48	10:51
11:00	11:05	11:10	11:15	11:18	11:21
11:30	11:35	11:40	11:45	11:48	11:51
12:00	12:05	12:10	12:15	12:18	12:21
12:30	12:35	12:40	12:45	12:48	12:51
13:00	13:05	13:10	13:15	13:18	13:21
13:30	13:35	13:40	13:45	13:48	13:51
14:00	14:05	14:10	14:15	14:18	14:21
14:30	14:35	14:40	14:45	14:48	14:51
15:00	15:05	15:10	15:15	15:18	15:21

Actual Times	Scheduled Times		Active Yard
	Start Service	End Service	
6:18	7:10	15:30	16:00
<b>BUS NUMBERS</b>			
Miles at Base	Miles at Fuel station	Miles End Route	Miles Return to Base
1st Bus			
2nd Bus			
3rd Bus			

X \_\_\_\_\_  
Employee Signature

Compton Renaissance Route 1

BLOCK 1 Daily Passenger Total \_\_\_\_\_ Route 1 \_\_\_\_\_  
 Date: \_\_\_\_\_

Click In \_\_\_\_\_ Put Out \_\_\_\_\_  
 Count your passengers accurately.  
 \* Rest counter to zero at start of run.  
 \* Count everyone using the correct buttons.  
 \* At end of shift, write your totals below.  
 \* If you get a bus exchange, include counts from both buses.

	Daily Passenger Tally			
	Cash Regular (No)	Pass	Transfers Applied	No Fare Under 17
1st				
2nd				
3rd				
Totals				

Special Notice  
 By signing this manifest I verify that I have been advised of my right to receive meals and rest periods, I have been instructed to take my meal and rest periods and that I received all meals and rest periods for the shift, as required by law. I further understand that if I have any questions about meal and rest periods I can contact: 1877 687-2336.  
 X  
 Employee Signature (Indicates I agree to the following)  
 \* (Station from scheduled times must include a reason.)



# Individual Time Record & TripSheet

Date: \_\_\_\_\_ Radio Number: \_\_\_\_\_ Run Number: **3XF**  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Payroll Times		Service Times & Messages (Required)		Arrive Yard
Clock In	Clock Out	Start Service	End Service	
5:12	6:00	5:24	6:57	
Actual (if different from scheduled)		Actual Times		
Deposable breaks		Message (from hub, not operational)		
Explanation of Variance				

MAX also accepts the EZ Transit Pass and Interagency transfers  
 MAX does not accept MTA day passes

AM ROUTE			
TRIP NO.	SR	TRIP	PASS
1000	1000	1000	1000
TOTAL			

Special Notice

By Signing this manifest I certify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take rest breaks as required by California law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338

Employee signature (indicates I agree to the following)

\* Variation from schedule times must include a reason

Date: \_\_\_\_\_ Radio Number: \_\_\_\_\_ Run Number: **3XF**  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Payroll Times		Service Times & Messages (Required)		Sign Off
Scheduled	Actual (if different from scheduled)	Start Service	End Service	
14:45	15:40	14:50	16:30	
Actual (if different from scheduled)		Actual Times		
Deposable breaks		Message (from hub, not operational)		
Explanation of Variance				

MAX also accepts the EZ Transit Pass and Interagency transfers  
 MAX does not accept MTA day passes

PM ROUTE			
CASH ON	TICKET	PASS	TRIP NO.
1000	1000	1000	1000
TOTAL			

Special Notice

By Signing this manifest I certify that these times are accurate and I verify that I have been advised of my right to receive meals and rest breaks. I further verify that I have been instructed to take my meal breaks and have been provided with an opportunity to take rest breaks as required by California law. I understand that if I involuntarily miss a rest break for any reason, I am required to fill out an incident report within 24 hours and call (877) 687-2338. Additionally, I understand that if I have questions about meal and rest periods or any other payroll practices I should contact my supervisor and call (877) 687-2338

Employee signature (indicates I agree to the following)

\* Variation from schedule times must include a reason

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and 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>N/A. MV uses only the trip sheet and Payroll Edit for payroll.</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Fixed Route meal breaks are built into the run cut and the break is scheduled on the operators trip sheet. Breaks are taken at the operator discretion. Operators radio dispatch to advise of break. 5.2 Proposer does not maintain documentation for rest breaks. Meal breaks are recorded on the daily trip sheet. 5.3 Project Manager and Payroll Clerk prepare, review and approve the documentation.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are 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>6.1 Location sends the payroll file containing all employees' daily time to corporate support center. Corporate processes the file and send back a register for review of hours, rates, deduction and GL coding. Corrections are sent if needed, and payroll is approved for payment.</p> <p>6.2 Employees are paid with direct deposit as well as live checks. If employee is missing time on a check, manual checks are requested from corporate support center.</p> <p>6.3 All hours are paid on the same check unless requested by the employee.</p> <p>6.4 Hours, rates, medical deductions, garnishments, taxes, year to date earnings, year to date deductions, and union dues (if applicable).</p> <p>6.5 Please see attached Payroll Submission Timeline, live check and direct deposit.</p>



MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 04/24/2010  
 PERIOD END DATE 05/07/2010  
 EMPLOYEE SSN [REDACTED]

CHECK NUMBER [REDACTED]  
 EMPLOYEE NUMBER 000606326

Smith, Aisha  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 00 State Status S Exemptions 00

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	76.77	16.830	1292.04	2217.69
Overtime	9.09	25.245	229.46	495.29
Reg Trng				134.64
Reg Mtg				16.83
<b>TOTALS</b>			<b>1621.80</b>	<b>2864.46</b>
<b>TAXABLE GROSS</b>			<b>1369.77</b>	<b>2712.72</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	15.07	29.84
CA WH	45.05	88.26
Fed WH	162.15	320.28
Medicare	19.86	39.33
OASDI-EE	84.93	168.19
Dental	14.32	14.32
Medical	134.94	134.94
Vision	2.47	2.47
UD	38.00	76.00
<b>DEDUC. TOTALS</b>	<b>516.79</b>	<b>873.83</b>
<b>NET PAY</b>	<b>1004.71</b>	<b>1990.82</b>

HOURS TYPE	BALANCE

*live check*

Monthly Safety Message:  
 Safety is everyone's job!

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, A VOID PANTOGRAPH AND MICROPRINTING

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-24789/12100

Check No. [REDACTED]  
 Date 5/14/2010

PAY *One Thousand Four Hundred 71/100*

*Copy Only*

\$ 1,004.71  
 Void After 60 Days

Proc. Level 0008 Dept. Code 10008

TO THE ORDER OF

Aisha Smith

**VOID**

*[Signature]*

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 12/19/2009  
 PERIOD END DATE 01/01/2010  
 EMPLOYEE SSN [REDACTED]

ADVICE NUMBER 00364335  
 EMPLOYEE NUMBER 000618366

Smith, Demetrius G.  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 05 State Status S Exemptions 05

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	59.90	14.200	850.58	850.58
Holiday	16.00	14.200	227.20	227.20
Overtime	2.01	21.300	42.83	42.83
Reg Mtg	1.00	14.200	14.20	14.20
<b>TOTALS</b>			<b>1134.81</b>	<b>1134.81</b>
<b>TAXABLE GROSS</b>			<b>1134.81</b>	<b>1134.81</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	12.48	12.48
CA WH	8.63	8.63
Fed WH	21.62	21.62
Medicare	16.45	16.45
OASDI-EE	70.36	70.36
Adm Fee	4.50	4.50
Garn	208.15	208.15
UD	29.00	29.00

DIRECT DEPOSIT ACCOUNT	ACCOUNT NUMBER	AMOUNT
-chec	[REDACTED]	\$713.62
-savi	[REDACTED]	\$50.00

HOURS TYPE	BALANCE

DEDUC. TOTALS 371.18  
 NET PAY 763.62

**Direct Deposit**

Monthly Safety Message:  
 Safety is everyone's job!

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, A VOID PANTOGRAPH AND MICROPRINTING

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-247881210(2)

Advice No. 00364335

Date 1/8/2010

PAY VOID VOID VOID VOID VOID VOID VOID

\$ 763.62  
 Your Amount

Proc. Level 0008 Dept. Code 10008

Demetrius G Smith

TO THE ORDER

[REDACTED]

DIRECT DEPOSIT ADVICE

NON-NEGOTIABLE


## Payroll Submission Timeline

Item #	Action/Description	Date	Time
1	PCN's due to HR	Thursday prior to payroll submission	10:00am PST
2	Division should print Employee Reports, Review for accuracy of rates, job and employee counts. Final rate corrections to Human Resources (HR)	Friday prior to payroll submission	11:00am PST
3	Payroll due (CSV, empty time reports, etc.) <i>should be emailed</i>	Monday	10:00am PST
4	PR 140A Pre-check Register	Monday	2:00pm PST
5	PR 140A Pre-check Register sign-off of all divisions, etc.	Wednesday	2:00pm PST
6	Checks & direct deposit stubs printed at FSC and files for printing and e-pay divisions.	Wednesday	3:00pm PST
7	Direct Deposit files are sent to the bank and any checks printed at the FSC are overnighted.	Wednesday	5:00pm PST
8	Checks delivered by FedEx or California Overnight and or files available in divisions' print queue.	Thursday	12:00pm PST
9	Final Check Registers Available in Manager Portal	Thursday	12:00pm PST

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A</p> <p>MV uses and automated payroll system.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 MV performs this task internally and does not engage the services of a third party. Please see payroll submission timeline on the previous page.</p> <p>8.2 Hours will have job codes attached to distinguish the rate.</p> <p>8.3 The calculation is embedded in the software.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time during an employee's shift is paid at the employee's regular rate under the contract.</p> <p>9.2 While the employee works under the County Living Wage Program or another, their job code will populate with the correct rate. Travel time as well as time spent at the second location will be paid at the employee's regular rate of pay.</p> <p>9.3 If both locations are under the County Living Wage Program, both wages will be paid differently than the employee's regular rate of pay. All rates will populate automatically by job code.</p>
<p><b>10. OVERTIME</b></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>10.1 Overtime is calculated at time and a half, the rate is automatically populated according to rules embedded in the software.</p> <p>10.2 If an employee is paid two or more rates during a work week, the overtime rate is the time and a half of the weighted average. The weighted average is determined by dividing the total earnings for the work week by the total hours worked during the work week.</p>

DATED: March 28, 2014

PROPOSER'S SIGNATURE:   
W.C. Pihl, Executive Vice President



Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 15. Subcontractors' Forms List

MV will not use subcontractors in the performance of this work.



MV TRANSPORTATION, INC.



Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 16. Living Wage Ordinance – Application for Exemption

MV has received exemption from the Living Wage Program from the County for its operators who are covered under a collective bargaining agreement. MV will comply with the Living Wage Ordinance for all other employees.



MV TRANSPORTATION, INC.



Proposal to County of Los Angeles Department of Public Works for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services – 2014-PA015

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## 17. Additional Information

### a. Client Testimonials

Please refer to the following letters from satisfied clients.

### b. Progress Payments

Please note that in addition to the price quoted, MV also offers progress payments, an additional cost savings method that eliminates the interest expense incurred by MV through its credit line. Under this payment structure, MV bills the County for 45% of the total estimated monthly billing, on the 1<sup>st</sup> and 16<sup>th</sup> of each month (payment due on the 16<sup>th</sup> and the 1<sup>st</sup> of each following month, respectively). This payment method offers an annual discount of 0.25%.

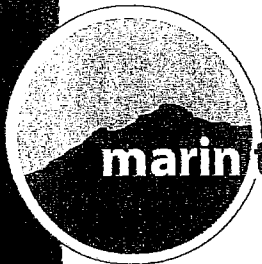
After month end, MV will produce a final invoice for the month as required by the contract, crediting the County with the progress payments made. The County will then pay the balance due within the terms contained in the proposed contract.

Payments are made in arrears, after service is provided and is consistent with FTA requirements which prohibit advance payments.





# **Satisfied Client Letters**



**marin transit**

711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
marintransit.org

January 17, 2014

City of Fairfield  
Attn: Wayne Lewis, Project Manager  
2000 Cadenasso Drive  
Fairfield, CA 94533

RE: Fairfield and Suisun Transit RFP 2013-14

**board of directors**

Dear Mr. Lewis:

barbara heller  
president  
city of san rafael

judy arnold  
vice president  
supervisor district 5

kathrin sears  
2nd vice president  
supervisor district 3

susan l. adams  
director  
supervisor district 1

madeline kellner  
director  
city of novato

steve kinsey  
director  
supervisor district 4

katie rice  
director  
supervisor district 2

I write to share my experience working with MV Transportation here at Marin Transit. MV was originally awarded a contract to provide rural service for Marin Transit in 2006. In 2011, after a competitive procurement, MV was awarded a new and expanded contract to provide rural and seasonal service for Marin Transit. The seasonal service is a summer weekend shuttle service that takes passengers from a Park and Ride in Mill Valley to the Muir Woods National Park visitor center. In 2013 Marin Transit further expanded the service provided by MV Transportation to include supplemental school service on six routes. Additionally, in 2013 MV was awarded a separate contract with Marin Transit to manage our Catch-A-Ride program, a subsidized taxi service for seniors.

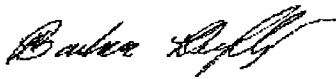
If I could sum up in one word our experience with MV it would be accommodating. Over the last five years Marin Transit has been in a period of expansion: both increasing service levels and adding new services. MV has been a true partner in picking up new services and delivering them efficiently, safely, and in true collaboration with Marin Transit staff. Our Muir Woods Shuttle service is a partnership with the National Park Service, and Park Service staff has been unfailingly complimentary regarding the flexibility and high level of professionalism exhibited by MV staff in providing this service. A recent example of the MV's ability to handle unusual situations effectively occurred during this past holiday season. This year Marin Transit and the National Parks piloted a new Muir Woods Shuttle service to accommodate visitors over the Christmas holidays. On New Year's Eve, while the service was in full swing, a King Tide came in and blocked the entrance to the Park and Ride where customers were directed to catch the shuttle. This meant that drivers were arriving at the Park and Ride with visitors on their buses and the buses could not

enter the Park and Ride to return the visitors to their cars. MV drivers and Supervisors remained calm, kept the passengers calm, and managed to secure alternate routes and stops real time during the period of the tide. This is just one example of the resourcefulness of the MV staff on this property.

Based on our experience with MV I would highly recommend them as a transportation provider for your agency.

Sincerely,

Barbara Duffy  
Director of Operations and Planning  
Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Duffy".

Barbara Duffy  
Director Operations and Planning



Livermore Amador Valley Transit Authority

January 16, 2014

To Whom It May Concern:

This letter of recommendation is for MV Transportation who operates and maintains fixed route bus services for the Livermore Amador Valley Transit Authority (LAVTA). MV has been LAVTA's contracted operator since 2002.

MV's on-site management team continues to be of very high quality. They work long hours to ensure our services are delivered daily in a cost-effective manner. This is very much appreciated as LAVTA still struggles to overcome the financial challenges we face in the transit industry.

Noteworthy in this past year has been the improvement in safety and the reduction in preventable accidents we have experienced. LAVTA suffered a bad year in 2012, and a concerted effort was launched by MV in 2013 to improve. As a consequence, our incidents decreased greatly, and liability and property damage claims were similarly reduced.

In short, MV continues to deliver a quality service to LAVTA and continues to be an excellent partner in the delivery of transit services to the Tri-Valley community.

A handwritten signature in black ink, appearing to read "P. Matsuoka".

Paul Matsuoka  
Executive Director  
LAVTA

December 26, 2013

Mr. John Siragusa, President  
MV Transportation Inc  
4620 Westamerica Drive  
Farifield, CA 94534

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003, it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and demand response bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

The level of dedication, professionalism, and leadership displayed by the General Manager, Dave Nave, the Maintenance Manager, Skyler Summers, the Operations Supervisor, Gabriel Tabarez, and the Dispatch Supervisor, Carolyn Irvine is inspiring. Additionally, I would like to acknowledge the entire Hanford Division team for their first-class customer service.

The greatest system improvement accomplishment during 2013 for the Hanford Division was our bus stop amenities project. This project required valuable input from MV's management, dispatch, and drivers. This first phase of this project (bus stop sign installation) has been completed successfully and the next phase (Shelter Installation) is scheduled to begin in February 2014. Although this seems like a small project, it took multiple years to get approved through various local committees. MV Staff actively participated in all meetings providing information and support for this project.

I continue to be impressed with the day-to-day operations of the system. Although a team effort, I would like to acknowledge the professionalism, and dedication exhibited by the Dispatch Supervisor Carolyn Irvine. No matter what is happening she remains calm, quickly addresses issues, and effectively communicates with clients and the entire Hanford Division team.

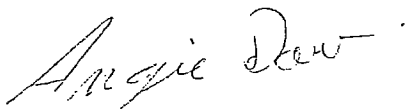
  
Kings County Area Public Transit Agency

Kings Area Rural Transit (KART)  
629 Davis Street - Hanford, California 93230  
OFFICE (559) 852-2692  
FAX (559) 584-2527  
[www.mykartbus.com](http://www.mykartbus.com)

Lastly, as I reflect on 2013, I look at all of the resources that were used to operate and improve our system. One of those resources is **knowledge**. MV's Hanford Division Team is at the top of my resource list for transit related knowledge. The Hanford Division Team provides valuable knowledge on every aspect of operations, system adjustments, system improvements, and regulations that govern transit systems.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable, I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in cursive script that reads "Angie Dow".

Angie Dow  
Executive Director



34009 ALVARADO-NILES ROAD  
UNION CITY, CALIFORNIA 94587

---

December 19, 2013

David Smith  
Vice President - Operations  
MV Transportation  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Smith:

The City of Union City appreciates its continuing partnership with MV Transportation to provide valuable transit and paratransit service to the residents of Union City. In the past year, MV has passed the City's third-party maintenance inspections as well as that of the California Highway Patrol. It has also successfully implemented the necessary driver training and operational changes related to our most recent service changes in October. I would like to thank Mr. David Brophy and the rest of the MV Transportation team for their dedication to Union City Transit and Paratransit and wish them continued success in 2014.

Sincerely,

A handwritten signature in black ink, appearing to read "Mintze Cheng".

Mintze Cheng  
Public Works Director

cc: Wilson Lee, Transit Manager

San Benito County  
**LOCAL  
TRANSPORTATION  
AUTHORITY**

COUNTY EXPRESS

December 18, 2013

John Siragusa  
President, MV Transportation  
5910 N. Central Expressway, Ste. 1145  
Dallas, TX 75206

**RE: Commendation of County Express Team and General Manager Tony Mercado**

Dear Mr. Siragusa: *John*

I am pleased to provide this commendation letter for Tony Mercado of MV Transportation and the entire County Express operations team. I have worked with Tony and his team for the last 7 years. During this time, I have come to appreciate all the hard work your local team has done, the knowledge Mary Leon brings to the team, and the leadership of Tony Mercado.

MV has a proven track record when it comes to the safety of passengers, drivers, and vehicles. MV drivers are courteous to passengers and go the extra mile to make each trip safe and on-time.

Your local team effectively communicates with my transit staff when issues arise and helps to resolve issues promptly. This open communication is critical to maintaining high quality transit service to riders in San Benito County.

Tony also sits as the Chair of our Social Services Transportation Advisory Council where he provides valuable operational information to Council members.

Through the leadership of MV Transportation, I hope County Express will continue to improve and ridership will increase. We will be implementing new dispatch software technology which will improve the efficiency of our operations.

I look forward to another successful year working with you and your MV Transportation team. If you have any questions, please feel free to contact me at (831) 637- 7665.

Sincerely,



Lisa Rheinheimer  
Executive Director





ADVISORY BOARD OFFICERS  
Ronald Bergstrom, CHAIRMAN  
Robert C. Lawton, Jr., VICE CHAIRMAN  
George H. Dunham, CLERK  
Thomas S. Cahir, ADMINISTRATOR

## CAPE COD REGIONAL TRANSIT AUTHORITY

BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH HARWICH MASHPEE ORLEANS PROVINCETOWN SANDWICH TRURO WELLFLEET YARMOUTH

December 11, 2013

To Whom It May Concern:

The CCRTA has recently completed our second year with MV as our operator. I continue to be impressed with the professionalism exhibited throughout the entire company. Our General Manager John Kennedy and Assistant General Manager Fred Valdivia are very attentive to detail and have worked tirelessly toward improving all aspects of our transportation service. We have seen marked improvement in our on-time performance, significant safety improvements and a host of other measures that have clearly improved operations at the CCRTA. In addition, Adem Adem has been extremely responsive and very accessible as well.

We are quite proud of our performance here on Cape Cod and enjoy strong support from our Advisory Board and all 15 Cape communities. MV has been a tremendous partner in achieving many of our lofty objectives. I could not be happier with the overall MV performance and look forward to continuing our partnership going forward.

Sincerely,

Thomas S. Cahir  
Administrator



215 IVANNOUGH ROAD P.O. BOX 1988 HYANNIS, MA 02601  
(508) 775-8504 (508) 775-8513 FAX  
www.capecodrta.org info@capecodrta.org



**CHIEF FINANCIAL OFFICER**  
[cmimsr@elkocounty.nv.net](mailto:cmimsr@elkocounty.nv.net)

**DEPUTY COMPTROLLER**  
Jebbie Annuth  
[jannuth@elkocounty.nv.net](mailto:jannuth@elkocounty.nv.net)

**TRANSIT COORDINATOR**  
Abigail Wheeler  
[awheeler@elkocounty.nv.net](mailto:awheeler@elkocounty.nv.net)



**ADMINISTRATION/  
FISCAL AFFAIRS & TRANSIT**  
571 Idaho Street, Room 105  
ELKO, NEVADA 89801  
Telephone (775) 748-0359  
Fax (775) 753-8535

12/9/13

To Whom It May Concern:

This letter is in regard to the MV Transportation, Inc.'s performance as a transit contractor in the operations of GET My Ride, on behalf of Elko County Transit Department.

Elko County operates a small demand response transit service in the City of Elko and in the surrounding area. This service is primarily for the transportation of seniors and people with disabilities, but serves the general public as well. We went out for RFP in May of 2013 and we were looking for a few main things from the contractor: 1) To operate the program in the most beneficial way to maximize efficiency to the community; 2) To be compliant with FTA regulations to the extent possible; and 3) To have timely and accurate reporting.

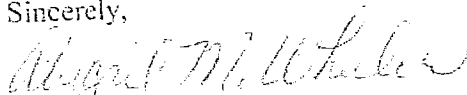
I was pleasantly surprised when a company the size and with the experience of MV Transportation, Inc. sent in a proposal. One of the things that impressed me the most with MV Transportation, Inc. is the standardized policy and procedures. For example, they have a standard FTA compliant Drug and Alcohol Policy and Maintenance program. But, they have other safety and operational policy and procedures that are flexible to this business unit. They also comply with the local ridership policy in relation to their own standard policies.

Mark Elias, the Vice President of Operations - Northwest, has traveled out here several times to assist in the startup and is available at any time by email or phone. Goran Petrovic, the General Manager has traveled out here many times to coordinate the startup, to set up vendors for the service, such as maintenance vendors. He has brought with him members of the maintenance staff from another location to ready the vehicles for startup and to train the vendors to perform proper maintenance on the vehicles. They also brought in a fantastic trainer from the Spokane location to ready the drivers for the startup to this company from the previous contractor.

Part of the RFP was to have an onsite manager. MV Transportation, Inc. hired a lead dispatcher with seven years of experience from the Ogden location and moved her to Elko to be the Operations Manager. She has brought consistency to our service, along with improved customer service. She understands the FTA regulations, trains her staff to the same knowledge and she provides accurate and timely reporting. She has also done a remarkable job in improving the scheduling, which has caused an increase of ridership and revenue.

I can honestly say; this has been the best change for the transit service in this area.

Sincerely,

  
Abigail Wheeler



602 Main Street, Suite 1100  
Cincinnati, Ohio 45202-2549

Lisa Aulick, Director  
513-632-7589  
laulick@go-metro.com

December 6, 2013

Chad Hockman  
Regional Vice President  
MV Transportation  
5910 N. Central Expressway  
Dallas, Texas 75206

It gives me great pleasure to write this letter of recommendation on behalf of MV Transportation. SORTA has had the great fortune of working with MV Transportation for many years to meet the transit needs of our community.

We continue to be delighted with the services provided by General Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency while driving OTP and productivity upward. He is very responsive to our requests and is flexible in meeting the ever-changing demands of our customer's needs and organizational changes.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction, courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides.

Under the leadership of the local team (Mike Roth, General Manager, Brandon Fox, Operations Manager, John Jester, Maintenance Manager and the newest member of the team Zachary Huffman, Safety & Training Manager) the organization works well together to reduce safety incidents and to increase on time performance and productivity. Year to date, Access's OTP 95%, and productivity is 2.297.

As you know, over the past year we have been faced with some challenges. For example, more than half of our fleet was scheduled for replacement with newer vehicles. However, there was a delay and the new vehicles were not ready for service. In addition, we are experiencing an increase in ridership due to Hamilton County Developmental Disability Services eliminating transportation funding for their clients. As our ridership increased and our buses began to fail, we were concerned that service would be negatively impacted. The local team and SORTA came together and without fail, service was not impacted. This took time, scheduling and planning to ensure that we had enough vehicles for daily pull out. The MV team remained professional and made sure that customer service was not impacted. This is truly the spirit and dedication of the local team and MV Corporate support.

Finally, I would like to thank you and MV Transportation Corporate for your ongoing support and commitment to SORTA. I am confident that our partnership will continue prosper well into the future.

Sincerely,

Lisa Aulick  
Director, ADA & Accessible Services

Access is a shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.



**Carlos Hernandez**  
Mayor

**Isis Garcia-Martinez**  
Council President

**Luis Gonzalez**  
Council Vice President



# City of Hialeah

Council Members

**Jose F. Caragol**  
**Vivian Casals-Muñoz**  
**Katharine E. Cue-Fuente**  
**Paul B. Hernandez**  
**Lourdes Lozano**

December 03, 2013

MV Contract Transportation  
Ed Overn Regional Vice President

Mr. Ed Overn,

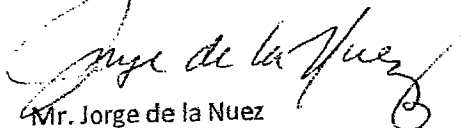
I am writing this letter to share how pleased I am that we have MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

We have seen a decrease in the number of customer calls and complaints. I was also impressed at the level of training I observed being given to the Operators! Your Safety Training Program far surpasses what our previous provider had given to our drivers.

With Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

  
Mr. Jorge de la Nuez



November 5, 2013

Jose Tony Mercado  
Regional Manager  
MV Transportation  
555 Tully Road  
San Jose, CA 95112

RE: Avenidas and MV Transportation

Dear Tony:

This year represents our eleventh year of working together.

Over these years Avenidas and MV Transportation have together served nearly a thousand physically and cognitively impaired older adults without a serious incident. Given the physical and cognitive losses found in our participant population this is a significant accomplishment and reflects the high quality of transportation service that is provided day-in and day-out.

This letter acknowledges our successful relationship and expresses our appreciation for your service, and your responsiveness to the operational issues which normally arise.

Thank you for your continuing good cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "J.F. Sink".

John F. Sink  
Vice President, Programs



October 15, 2013

Marsha Moore  
MV Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

**Re: Implementation of TimePoint Software Products at Spokane Transit**

Dear Marsha,

I thought I would give you an update on our implementation of the MV Transportation, Inc. Customer Service Enhancement technology products that MV provided to STA as part of our contract with MV. As you are aware, a main factor in Spokane Transit selecting MV as our contractor was the improvement in technology that your team provides as part of the contractual partnership.

We have been working with your technology team since August to prepare our pilots for the Agency Monitor (Agency trip information) and the Mobi App (individual client trip information-*Thebus.mobi*) products, part of your TimePoint Software. Your team's support has been excellent. They have addressed any problems and provided outstanding support in training the agencies we selected for our pilots with multiple training sessions. During the training sessions, feedback from agency personnel was nothing but positive. Members of a dialysis group could see the advantage of knowing when the van was coming and matching that to how well the patient was doing in their process. Our local ADH group was pleased to not only use the information as documentation of those persons they are serving on a daily basis, but also as a guide to group their clients together based on the estimated pick up times and van information, helping speed up our pick up process.

On October 9, 2013 we held our Paratransit User's Group meeting. This group provides feedback to Spokane Transit on our service and gives us reactions to upcoming service changes we are considering. We introduced the Agency Monitor to them at our last quarterly meeting in June. Several members of this group are employees of the pilot agencies for MV's TimePoint products. All who have used the Agency Monitor have been pleased with the product. They all had overwhelming positive feedback regarding the ease of use and they were surprised by how accurate the information was. We also previewed the Mobi App with them. This generated much excitement amongst the Group. We had several volunteers who wanted to pilot this program and each had a different reason. They liked the idea of not having to call in and wait, they liked the idea of seeing their trips for the entire day and they were enthusiastic about the fact that they would know when we were arriving for pick up and an estimate of when they would arrive at their destination.



On this day as well, our Director of Operations presented the Agency Monitor as one of Spokane Transit's Paratransit Customer Service tools for interacting with our customers (in this case Agency personnel) to our Board Committee.

In summary, this letter was sent to advise MV Transportation, Inc. of the progress we have had in implementing the technology enhancements that MV has provided to Spokane Transit. We wanted to give you some feedback as to the excellent reception the products have garnered from our customers and pilot users. And finally, we want to thank you and your team for the positive experience we have had in working with MV's technology team in the implementation. All has added to STA's overall experience of bringing on MV as our Supplemental Service Provider for Paratransit this year. We look forward to continuing this implementation process and bringing on the next product that MV has offered which is a selected use of the IVR system.

Sincerely,

A handwritten signature in cursive script that reads 'Denise Marchioro'.

Denise Marchioro  
Spokane Transit  
Transportation Manager-Paratransit  
1230 West Boone Avenue  
Spokane, WA 99201

cc: John Siragusa, MV Transportation, Inc.  
Mark Elias, MV Transportation, Inc.  
Patty Talbott, Spokane Transit



Western Contra Costa  
Transit Authority

August 19, 2013

Mr. Carter Pate, CEO  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Pate,

As WCCTA enters into the first year of a new contract period with MV Transportation, I am writing to express my sincere appreciation to you, your excellent staff, and to the entire MV organization, for the outstanding service we have received throughout the previous 13 years of our partnership with you. As you know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 13 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

It is gratifying to see how successful Electra has been in establishing a workplace where employees are valued and respected, and where people enjoy coming to work each day. In preparation for a driver appreciation event later this week, we have been preparing commendation certificates for all MV employees who have been working at our location for five years or more. Perhaps nothing better illustrates the effectiveness of Electra's approach than the fact that the vast majority of her employees fall into this category, with many having served the community for over fifteen, twenty or twenty five years (and in the case of the longest tenured driver, more than thirty one years).



The dedication and public service focus of Electra's team has earned WestCAT strong support from the communities we serve, as evidenced by the many positive comments and commendations we have received from our passengers throughout the year. It has also resulted in statewide acknowledgement during the last year, with WestCAT being selected as the California Association for Coordinated Transportation's (CalACT's) "Outstanding Transportation Agency".

I want to specifically recognize the level of professionalism and dedication Electra's staff has toward passengers on the WestCAT system. Improvements in customer service and safety continue to be the focus of daily operations, which has resulted in an exemplary safety record throughout our contract with MV.

This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and newly assigned Operations Manager Stacey Burks. The management team members have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a strong desire to learn and to develop mastery of the skills needed in their professional work.

In closing, I also want to express my appreciation for the excellent responsiveness and support we have received from Derik Calhoun, in his role as Regional Vice President. While our location runs very effectively under the direction of the local management team, there have been occasions where we have asked for the assistance through MV's corporate office. In all instances, whenever we have made a request, Mr. Calhoun has responded immediately and constructively, and has brought expertise and resources to help us reach the best outcome.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson  
General Manager

# MUNICIPALITY OF ANCHORAGE



Public Transportation Department

907-343-8402

*Mayor Dan Sullivan*

August 6, 2013

City of Colorado Springs  
City Contracting Division  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

Re: RFP R13-072JM - Management and Operation of Paratransit Service

To Whom It May Concern:

I am writing in regard to MV Transportation, Inc.'s performance as paratransit contractor in the operation of AnchorRIDES Coordinated Paratransit System on behalf of the Municipality of Anchorage, Public Transportation Department.

MV has performed well as our provider since July 2007. Overall, we have found the company and its employees to be responsive, reliable, and effective in their duties. They improved the reputation of AnchorRIDES with our customers and in our community by providing professional and safe service.

In coordinated transportation, MV successfully manages and operates multiple modes of paratransit: demand response, deviated fixed route, and shuttle service. MV capably provides various service level requirements transportation for ADA paratransit, OAA Senior transportation, Medicaid Waiver transportation, Title 1 pupil transportation, general public deviated fixed route and a health service shuttle. These multiple funding sources have different eligibility rules, service hours, service areas and faring and MV has been a willing and effective provider for "one-stop transportation service" throughout Anchorage.

Additionally, MV helped us achieve a great 2010 FTA Triennial Review, with exceptional ratings in the area of maintenance. I anticipate the same results in our upcoming 2013 Triennial Review.

I recommend MV to any agency looking for a partner in the operation of their transit systems.

Sincerely,

Susan Shiffer  
AnchorRIDES Contract Administrator  
Municipality of Anchorage | Public Transportation Department  
P 907-343-6331 | F 907-343-4042 | C 907-244-2020



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

July 23, 2013

To whom it may concern:

Almost three years ago, San Joaquin Regional Transit District (RTD) contracted out a portion of its transportation services through a Request for Proposal (RFP) process. MV Transportation became the successful bidder and commenced operating the service in September of 2010. The seven day per week service MV provides includes all of RTD's county operations which consists of operating and maintaining approximately 50 vans, cutaways, diesel-electric hybrid Gillig coaches, and 45-foot MCI coaches with an operating, maintenance, and utility staff of over 75 fulltime employees.

RTD has realized many benefits as a result of this relationship including a cost savings, which allowed RTD to maintain revenue services to the county and community. In addition, RTD's relationship with MV provides the flexibility to subcontract expanded regional, charter, and special projects work to MV – a partnership which continues to flourish.

Further benefits realized through our partnership with MV Transportation include the following:

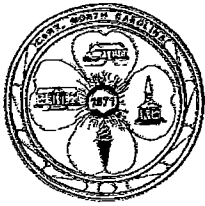
- MV provides an operating staff with the professionalism in appearance and customer service that RTD requires.
- MV's maintenance staff and program meet or exceed RTD guidelines for vehicle preventive and responsive maintenance.
- MV's local management staff is responsive, professional, skilled in maintenance/operations, and good to work with, including representing RTD's best interest in the community and through public meetings and events.
- MV continues to help grow RTD services by professionally operating and maintaining new services with neighboring cities such as Mountain House, Ripon and Escalon, California.
- MV has been a key logistics partner in our upcoming bus yard consolidation, service adjustments, and potential future programs.

We highly recommend MV Transportation locally as a skilled and strategic partner in our current operations – the local management team and support staff represent the interest of RTD well and are a pleasure to work with. In addition, we highly recommend MV's corporate team as helpful, reliable, and dependable partners in our current growth.

Sincerely,

Norm Tuitavuki  
Director of Operations

Michael Restuccia  
Jonni Bauer  
Duane Isetti  
Les J. Fong  
Gary S. Giovanetti  
Donna DeMartino  
BOARD OF DIRECTORS  
GENERAL MANAGER/CEO



PLANNING DEPARTMENT

June 18, 2013

Ed Overn  
Regional Manager  
MV Transportation, Inc.

Dear Ed,

It is with a great deal of satisfaction that I write you today to tell you about the status of MV's management and operations of our Cary Transit since Valerie Courchesne was assigned her role as our General Manager (GM). Well, I can tell you that you were right about Valerie. She is a mover and a shaker when it comes to attacking problems and developing long range strategies to keeping things running smoothly and minimizing problems. She is by far, the best General Manager that has been at Cary Transit since I arrived 10 years ago.

The system is now setting new records on ridership. Customer service has improved and complaints have decreased, particularly on our door to door services. She's taking bold action to deal with tough personnel issues and bringing in better staff. Through Val's efforts, we have also set new all time high records in passenger trips per hour on our door to door services over the past two months.

It is so nice to have a GM who is highly competent, a great communicator, super motivator, and highly respected by Town staff and her own MV staff. I thank you for helping to make this happen and all that you do for our system as well.

Valerie is constantly thinking outside the box on how we can further improve our system. This is something that she doesn't do just every now and then, but every day. We are fortunate to have someone of her caliber and hope to have her at the operations helm here for many years to come.

On behalf of the Town of Cary, thanks for all that MV does to make us the great system that we are today. We have more work to do of course and will need your support as we move forward with additional improvements in the near future.

Cordially,

Ray S. Boylston  
Transit Services Administrator  
Town of Cary

TOWN OF CARY



CITY OF BURBANK  
COMMUNITY DEVELOPMENT DEPARTMENT

150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459  
www.ci.burbank.ca.us

April 3, 2013

W. Wayne Fritz  
Region Vice President  
MV Transportation, Inc.  
5415 E. McKellips Road, Unit 89  
Mesa, AZ 85215

Dear Mr. Fritz,

In June of 2011, MV Transportation was selected through a competitive Request for Proposals process, as the operations and maintenance contractor for Burbank Bus fixed route service. MV Transportation was professional and prepared throughout the subsequent transition period from the previous contractor. The planning and execution by the transition team, allowed for an efficient changeover resulting in uninterrupted operations and retention of a significant number of existing staff.

Throughout their tenure at Burbank, the onsite management team led by MV Transportation General Manager Michael Sherrill, has consistently been responsive to City staff requests for system performance data, National Transit Database (NTD) data and field operation inquiries. Additionally, Mr. Sherrill along with support from operations and maintenance personnel, provide City staff relevant information regarding daily operation performance and vehicle status. MV Transportation continues to keep a fleet of seventeen Compressed Natural Gas (CNG) buses in excellent mechanical and aesthetic condition and has passed all California Highway Patrol (CHP) annual Terminal Inspections during their tenure.

Mr. Sherrill has also been an excellent customer service representative of Burbank Bus. Mr. Sherrill typically responds to customer service matters personally. Mr. Sherrill gathers pertinent information through a variety of methods including contacting customers, discussing customer service approaches with staff and utilizing field observation. Investigations are performed timely, objectively and often with positive results.

In addition to the staff that performs day-to-day Burbank Bus operations, MV Transportation has provided technical, safety and training support through its corporate network. MV Transportation corporate staff has been readily available and responsive to inquiries regarding service delivery options.

During its tenure as the operations and maintenance contractor for Burbank Bus fixed route service, MV Transportation has performed requisite duties well. The onsite team provides quality route performance, vehicle maintenance and customer service. MV Transportation continues to demonstrate through their performance, they are a dedicated partner with Burbank Bus and are committed to delivering reliable service for our passengers.

Sincerely,

Adam Emmer  
Transportation Services Manager



# Ashtabula County Department of Job & Family Services

Patrick J. Arcaro, Executive Director

ACTS Toll Free Ph: 1-800-445-4140 Fax: 440-994-2025	Job Source / One Stop Ph: 440-994-1234 Fax: 440-992-7826	Social Services / Child Care Ph: 440-994-2050 Fax: 440-994-2025	Financial / Medical Asst. Services Ph: 440-998-1110 Fax: 440-998-1538	Fraud Hot-Line Enforcement Ph: 440-998-1110 Fax: 440-998-1538	Nursing Home Services Ph: 440-994-2050 Fax: 440-994-2059	Child Support Enforcement Ph: 440-998-1110 Fax: 440-994-2025
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March 28, 2013

Kevin Klika  
Chief Operations Office  
MV Transportation Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Mr. Klika:


I am writing in regards to the service MV Transportation Inc. has provided to our County in terms of the operation of the Ashtabula County Transportation System (ACTS).

Denita Fields, General Manager, has been responsive to our needs and our community passengers. She maintains a "hands-on" approach and spends countless hours working to ensure exceptional service to the public.

In addition, we are pleased with the corporate support and follow up given by Chad Hockman, Regional Vice President, when we express concern about something that may need attention.

In closing, our partnership thus far remains positive and I would like to thank MV Transportation, Inc. for the job they have done at all levels of the organization.

Respectfully,



Patrick J. Arcaro  
Executive Director

CC: Board of Ashtabula County Commissioners  
Susan Stoneman, ACTS Project Manager



March 7, 2013

Dear MV Transit:

As Board Chairwoman of GRTC Transit System for over five years, I have had the opportunity to work on many complex issues that relate to public transportation. Under the leadership and direction of Eldridge Coles, developing sound policies, excellent business practices, I believe GRTC Transit System is poised to take another step in the right direction once again.

The executive management team provided by MV Transportation has proven to be invaluable and plays a critical part of GRTC's success. MV Transportation has consistently provided GRTC with beneficial resources in several areas. The off-site staff at MV has always been responsive, accommodating and when needed, visible to the needs of the Board and GRTC.

Eldridge Coles has worked closely with me on many of these complex issues and he has always provided me with viable solutions. He has exceeded my expectations as the Chief Executive Officer. His progressive thinking and caring attitude as a leader has inspired many at GRTC to achieve more.

Eldridge has proven to be extremely trustworthy and continuously demonstrates his belief in total transparency. He possesses a high level of empathy and sensitivity towards his employees and his customers which have tremendously increased the level of morale and public perception of GRTC. Eldridge has always made himself available and constantly remains knowledgeable of any and all issues related to GRTC and the transit industry. He also possesses the ability to successfully interact and communicate with individuals from all walks of life on many levels.

I am extremely confident that Eldridge's leadership skills and his wealth of knowledge of the industry will continue to move GRTC forward in the right direction to meet the transit challenges of the future.

Should you have any questions, please feel free to contact me directly at 804.205.6627.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda G. Broady-Myers". The signature is fluid and cursive, with a large initial "L" and "M".

Linda G. Broady-Myers

## City of Show Low



February 28, 2013

Mr. Wayne Fritz  
MV Transportation

550 North 9th Place  
Show Low, AZ 85901  
Telephone (928) 532-4000  
Facsimile (928) 532-4009  
info@ci.show-low.az.us  
www.ci.show-low.az.us

Dear Mr. Fritz:

It is with great pleasure that I write this letter of recommendation on behalf of MV Transportation and your general manager Thomas Hakenewerth.

On July 1, 2003 I assumed the administrative responsibility for the public transportation service (Four Seasons Connection) in the City of Show Low and the Town of Pinetop-Lakeside. Despite years of administrative responsibility as the Community Services Director with the City of Show Low, I had no experience whatsoever in dealing with public transportation. Now with nearly ten years under my belt I appreciate the fact that MV Transportation has made this administrative opportunity a very pleasant one.

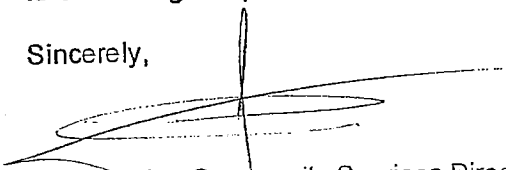
During these ten years, MV Transportation and I have enjoyed a very good relationship and have been very successful in working together on a number of issues. In particular we have worked hard at continuing our comprehensive marketing plan for advertisement on the buses that has proven very successful. We have worked through a number of difficult route related issues to the satisfaction of the majority. In addition, we have successfully started and maintained the White Mountain Connection (commuter route to Holbrook). We are currently working with the White Mountain Apache Tribe in hopes of adding a public transit system that would meet the needs of their people.

MV Transportation has always been willing to do whatever it takes to get the job done and has made my administrative role a very pleasant one. If I have a concern, MV Transportation always listens. If they have a concern, I always listen. We have developed a mutual respect and appreciate the respective abilities that we each possess.

The Four Seasons Connection and the White Mountain Connection, under MV Transportation's direction have become very important parts of the transportation system in the White Mountains. The popularity of these services continues to grow and it meets the needs of many residents who would otherwise be without any means of transportation. MV employs an excellent general manager and he has our respect, the respect of his staff and the public that we collectively serve.

It is obvious that Tom has the support of the leadership at MV Transportation. We look forward to continuing this productive relationship well into the future.

Sincerely,



Joel Weeks, Community Services Director  
City of Show Low



**DART**

Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

February 6, 2013

Mr. Kevin Klika  
MV Transportation, Inc.  
5910 N. Central Expwy.  
Suite 1145  
Dallas, TX 75206

Dear Kevin,

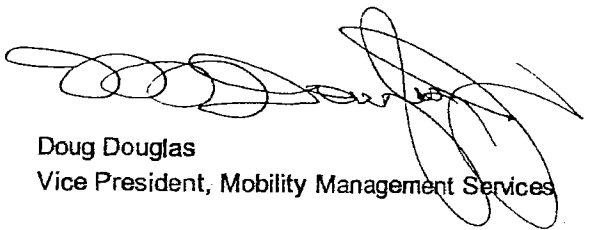
As you are probably aware, my team and I have been reviewing MV Transportation, Inc.'s performance data on a daily basis since October 1, 2012, and I wanted to make you aware of how pleased we are with the progress that you and your team have made since implementation.

In less than 90 days, MV has been able to achieve performance measurements beyond what we were able to accomplish over the past 13 years. This is a tremendous feat, especially considering that we are saving about \$7 million a year in operating costs alone! This equates to DART's subsidy decreasing by approximately \$10 per passenger. You and your team have helped us to realize our goal of providing a higher quality service with less cost.

We realize that our new service model was very aggressive. We also understand that DART hiring many of the previous contractor's Paratransit drivers, along with all of our Scheduling and Dispatching staff, presented quite a challenge for MV. You rose to the occasion and our riders are better off for it.

In a casual conversation that I had recently with DART's Board Chair, John Danish, he indicated that he was pleased at how well things are going with our service. Please send my thanks to your team and keep up the great work!

Sincerely,



Doug Douglas  
Vice President, Mobility Management Services

c: Carol Wise  
John Adler  
Donnie Thompson  
Tammy Haenfling

**State of California  
Certificate of Good Standing and  
Statement of Information**

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

MV TRANSPORTATION, INC.

FILE NUMBER: C0905601  
FORMATION DATE: 12/18/1978  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of November 25, 2013.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**EV67499**

**FILED**

In the office of the Secretary of State  
of the State of California

**DEC-18 2013**

**1. CORPORATE NAME**

MV TRANSPORTATION, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C0905601

This Space for Filing Use Only

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

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

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

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

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 5910 NORTH CENTRAL EXPRESSWAY STE, DALLAS, TX 75206			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 479 MASON ST STE 221, VACAVILLE, CA 95688			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

**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.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
8. SECRETARY LISA WINSTON	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
9. CHIEF FINANCIAL OFFICER/ BRAD CORNELSEN	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

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

	ADDRESS	CITY	STATE	ZIP CODE
*0. NAME R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
*1. NAME	ADDRESS	CITY	STATE	ZIP CODE
*2. NAME	ADDRESS	CITY	STATE	ZIP CODE

\*3. 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.

*4. NAME OF AGENT FOR SERVICE OF PROCESS CT CORPORATION SYSTEM			
*5. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE

**Type of Business**

\*6. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PASSENGER TRANSPORTATION SERV

\*7. 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.

12/18/2013 BRAD CORNELSEN CFO/TREASURER  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

# CHP Inspection Reports

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CHP 343 (Rev 6-10) OPI 062

**NEW TERMINAL INFORMATION**

Yes  No  
TERMINAL TYPE  
 Truck  Bus

CA NUMBER: 54849  
FILE CODE NUMBER: 227210  
COUNTY CODE: 19  
CODE: B  
OTHER PROGRAM(S):  
LOCATION CODE: 550  
SUBAREA: S42  
TELEPHONE NUMBER (W/ AREA CODE): 562-259-9911

TERMINAL NAME: MV Transportation Inc.  
TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 7209 E. Rosecrans Ave. Paramount, Ca. 90723  
MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE): 5910 N. Central Expressway Suite 1145 Dallas, Tx. 75209

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): 7209 E. Rosecrans Ave. Paramount, Ca. 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

H/M LIC. NO: N/A  
RWT REG. NO: N/A  
IMS LIC. NO: N/A  
TRUCKS AND TYPES: N/A  
TRAILERS AND TYPES: N/A  
BUSES BY TYPE: I- 39 II-  
DRIVERS: 40  
EXP DATE: N/A  
REG CT: N/A  
HW VEH: N/A  
HW CONT: N/A  
PPB/CSAT:  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): Stephan Allen  
DAY TELEPHONE NO (W/ AREA CODE): [REDACTED]  
NIGHT TELEPHONE NO (W/ AREA CODE): [REDACTED]  
EMERGENCY CONTACT (NAME): Lena Parten  
DAY TELEPHONE NO (W/ AREA CODE): [REDACTED]  
NIGHT TELEPHONE NO (W/ AREA CODE): [REDACTED]

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR**

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

**OPERATING AUTHORITIES OR PERMITS**

PUC:  T 12064  
US DOT NUMBER: 1205759  
TCP:   
PSC:  N/A  
MC:   
MX:  N/A  
MOTOR CARRIER OF PROPERTY PERMIT ACTIVE:  Yes  No  N/A  
IMS FITNESS EVALUATION:  Yes  No  
REASON FOR INSPECTION: Annual Bus Terminal Inspection

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable																																							
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM				DRIVER RECORDS				REG. EQUIPMENT				HAZARDOUS MATERIALS				TERMINAL																							
MAINTENANCE PROGRAM	0	1	S	2	S	3	S	4	S	1	S	2	S	3	S	4	S	1	S	2	S	3	S	4	S	1	N/A	2	N/A	3	N/A	4	N/A	1	S	2	S	3	S	4	S
DRIVER RECORDS	0	No. 9 Time 8.5				No. 20 Time 6.0				No. 9 Time 8.0				n/a				TOTAL TIME: 22.5																							
DRIVER HOURS	0	<input checked="" type="checkbox"/> No H/M Transported				<input type="checkbox"/> No H/M violations noted				No. n/a Time				VEHICLES PLACED OUT-OF-SERVICE: n/a				Units																							
BRAKES	0	REMARKS																																							
LAMPS & SIGNALS	0	13 CCR 1233(a)(1) - Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.																																							
CONNECTING DEVICES	N/A	See attached CHP 343-1's and CHP 407F/3434A - Aspen reports.																																							
STEERING & SUSPENSION	0	CA3P1X000047 through CA3PX1X000055																																							
TIRES & WHEELS	0																																								
EQUIPMENT REQUIREMENTS	0																																								
CONTAINERS & TANKS	N/A																																								
HAZARDOUS MATERIALS	N/A																																								
INSPECTED BY (NAME/S)		FEES DUE		CHP 343		CHP 100D COL		INSPECTION DATE(S)		TIME IN		TIME OUT		ID NUMBER(S)		SUSPENSE DATE																									
		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		# 10		11/5,6 & 7/13						A08968, A12888		<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 11), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S SIGNATURE: [Signature]  
DATE: 11/7/2013  
CARRIER REPRESENTATIVE'S PRINTED NAME: Martin Camargo  
TITLE: Maintenance Manager  
DRIVER LICENSE NUMBER/STATE: CA.

		DATE	THIS IS A CONTINUATION OF
		11/5,6 & 7/13	CHP 343
CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
ADDRESS	7209 E. Rosecrans Ave. Paramount, Ca. 90723	FC NUMBER	227210

REMARKS

Note: Carrier's Controlled Substance & Alcohol Testing Records are maintain at the carriers principal place of business at:

5910 N. Central Expressway Suite 1145 Dallas, Tx. 752206

13 CCR 1233.5 – Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol

Commercial Records Unit

P.O. Box 942898

Sacramento, Ca. 94398-0001

Initials: *MAC*

Date: 11/07/13

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000047  
Inspection Date: 11/05/2013  
Start: 8:10:00 AM PT End: 9:00:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 54849

Phone#: (707)863-8980  
Fax#:

Location: PARAMOUNT  
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

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2005	CA	7T80410	# C-19	1N9TDABG55C084159	32,800			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Rate Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 434441; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Report Prepared By:  
A. PEREZ/MCS-1

Badge #:  
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000047



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000048
Inspection Date: 11/05/2013
Start: 9:08:00 AM PT End: 9:33:00 AM PT
Inspection Level: V - Termina.
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 11967F1, # 1397, 1FDFE4FS1BDB37595, 14,500

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Rows for Axle 1 and 2, with values N/A, N/A, DISC, DISC.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 39189; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
A PEREZ/MCS

Badge #:
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000048

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000049
Inspection Date: 11/05/2013
Start: 9:34:00 AM PT End: 10:15:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 227210

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
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, ELDO, 2008, CA, 8R09720, # 1234, 1N9HDABP08C084158, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

Site Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 162278; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title Date

Report Prepared By:
C. Clerley

Badge #:
A12688

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000049

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000050  
Inspection Date: 11/05/2013  
Start: 10:18:00 AM PT End: 10:48:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648465 Fax#: \_\_\_\_\_  
State#: 54849  
Location: PARAMOUNT  
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	7K93629	# C-13	1FDWE45F23HB85587	14,000			

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported.

Placard: No Cargo Tank: \_\_\_\_\_

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 214190; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

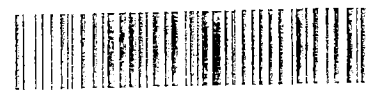
Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
C. CIERLEY

Badge #:  
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000050

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000051
Inspection Date: 11/05/2013
Start: 10:50:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4185

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2008, CA, 8R10208, # 1230, 1N9HDABP38C084154, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

Plate Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 125705; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. CIERLEY

Badge #: A12868

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000051

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000052
Inspection Date: 11/05/2013
Start: 11:34:00 AM PT End: 12:08:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
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, 1291482, # 7104, 1FDDE4FSXADB01824, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 41444; File Code Number: 2275759; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted DO NOT return this form to the California Highway Patrol
NOTE If a citation was issued, you MUST follow the instructions listed on the citation

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
C. CIERLEY

Badge #:
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000052

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000053  
Inspection Date: 11/05/2013  
Start: 12:10:00 PM PT End: 12:52:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648465 Fax#:   
State#: 227210  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES, CA

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

MilePost:   
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2003	CA	1093942	# 21366	1N9TDACG13C084106	32,000			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1: Type: 20; Regulated Vehicle: Y; Odometer: 302872; File Code Number: 2275759; Fuel Type: CNG;  
Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X

Title

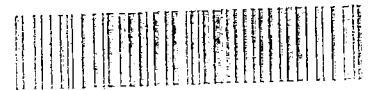
Date

Report Prepared By:  
C. CIERLEY

Badge #:  
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000053

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000054
Inspection Date: 11/05/2013
Start: 12:54:00 PM PT End: 1:25:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
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, 1304477, # 7101, 1DFDE4FS4ADB01804, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1, Type: 20; Regulated Vehicle: Y; Odometer: 33586; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
C. CIERLEY

Badge #:
A12888

Copy Received By:

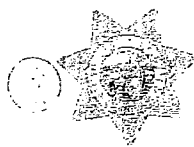
Page 1 of 1



01205759 CA CA3P1X000054

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000055  
Inspection Date: 11/05/2013  
Start: 1:35:00 PM PT End: 2:15:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 54849

Phone#: (707)863-8980  
Fax#:

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

Location: PARAMOUNT  
Highway:  
County: LOS ANGELES, CA

MilePost:  
Origin: NONE  
Destination: NONE

Shipper:  
Bill of Lading:  
Cargo:

### VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	1258476	# 312	1GBE4V1G87F417087	16,500			

### BRAKE ADJUSTMENTS

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

Placard: No Cargo Tank:

**Special Checks:** No Data for Special Checks.

### Citation Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 132420; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

Report Prepared By:  
A. PEREZ / MCS

Badge #:  
A08968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000055



**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus		CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

TERMINAL NAME  
**MV Transportation Inc.**

TELEPHONE NUMBER (W/AREA CODE)  
562-259-9911

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

MAILING ADDRESS (NUMBER, STREET, CITY STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
5910 N. Central Expressway Suite 1145

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 57 II-	DRIVERS 62	BIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB/CSAT <input type="checkbox"/> Yes <input checked="" 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) Stephen Allen	DAY TELEPHONE NO. (W/AREA CODE) [REDACTED]	NIGHT TELEPHONE NO. (W/AREA CODE) [REDACTED]
EMERGENCY CONTACT (NAME) Lina Parten	DAY TELEPHONE NO. (W/AREA CODE) [REDACTED]	NIGHT TELEPHONE NO. (W/AREA CODE) [REDACTED]

**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 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 type="checkbox"/> TCP N/A <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	<input type="checkbox"/> MC N/A <input type="checkbox"/> MX	REASON FOR INSPECTION <b>ANNUAL BUS TERMINAL INSPECTION</b>

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

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	0	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 7 Time 4.0	No. 16 Time 3.0	No. 14 Time 10	n/a	17.0
DRIVER HOURS	0	HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. n/a Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles n/a Units	
TRUCKS	0	REMARKS 13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.				
AMPS & SIGNALS	1	See attached CHP 343-1's and CHP 407F/343A - Aspen Reports CA3BFM000726 Through CA3BFM000739				
CONNECTING DEVICES	N/A	Note: Due to consecutive Satisfactory ratings a representative sample of 50% maintenance records were inspected.				
STEERING & SUSPENSION	0					
TIRES & WHEELS	0					
EQUIPMENT REQUIREMENTS	2					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					

BIT <input checked="" type="checkbox"/> I <input type="checkbox"/> R	NON - BIT <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. \$ 5	INSPECTION DATE(S) 11/13 & 14/12	TIME IN	TIME OUT
---	---------------------------------------	--	-------------------------------------	-----------------------	-------------------------------------	---------	----------

INSPECTED BY (NAME(S)) A. Perez / M. DeValle	ID NUMBER(S) A08968, A13848	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 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 11/14/2012
CARRIER REPRESENTATIVE'S PRINTED NAME Lina Parten	TITLE Safety Manager	DRIVER LICENSE NUMBER   STATE [REDACTED]   Ca.

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**CONTINUATION**  
CHP 343-1 (REV 10-97) OPI 062

DATE	11/ 13 & 14/12	THIS IS A CONTINUATION OF	CHP 343
------	----------------	---------------------------	---------

CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
ADDRESS	7209 E. Rosecrans Ave. Paramount, Ca. 90723	FC NUMBER	227210

REMARKS  
13CCR 1233.5 - Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

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

Initials: LP  
Date: 11/14/12

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000726
Inspection Date: 11/13/2012
Start: 8:05:00 AM PT End: 8:45:23 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, GWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2005, CA, 1213757, # 17, 1N9TDABG15C084157, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 32800; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M. DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000726

X [Signature]

X [Signature]

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000727
Inspection Date: 11/13/2012
Start: 8:47:42 AM PT End: 9:25:38 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723
USDOT#:
MC/MX#:
State#: 54849

Phone#: (562)259-9911
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2005, CA, 7T80407, # 19, 1N9TDABG85C084159, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 392.2, 1268(f)(4) CCR, N, N, N, Emergency door sign required

Placard: No Cargo Tank:

Mat: No HM Transported.

Special Checks: No Data for Special Checks.

State Information:

Odometer: 399616; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

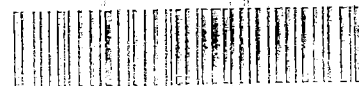
This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M. DELVALLE

Badge #:
A8968

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000728
Inspection Date: 11/13/2012
Start: 9:32:31 AM PT End: 10:13:10 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R10208, # 1230, 1N9HDABP38C084154, 32,800

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 101284; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:

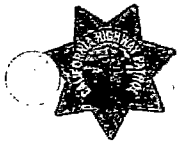
Page 1 of 1



CA CA3BFM000728

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000729  
**Inspection Date:** 11/13/2012  
**Start:** 10:13:41 AM PT **End:** 10:47:35 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**MilePost:**  
**Origin:** NONE  
**Destination:** NONE

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

**State:**  
  
**State:**

**Shipper:**  
**Bill of Lading:**  
**Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R25158	# 1235	1N9HDABP78C084190	32,800			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
 Right  
 Left  
 Chamber    C-20    C-30

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No    **Cargo Tank:**

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Plate Information:**

Odometer: 135119; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 2;  
 Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

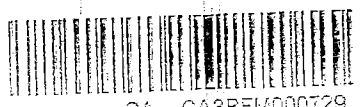
This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE  
 X *MD*

Badge #:  
 A8968

Copy Received By:  
 X *MJC*



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000730
Inspection Date: 11/13/2012
Start: 10:48:20 AM PT End: 11:27:09 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, EAGC, 2002, CA, 1096894, # 531, 1N9TDAC872C084165, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 274234; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000730

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000731  
**Inspection Date:** 11/13/2012  
**Start:** 11:27:43 AM PT **End:** 12:17:00 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**MilePost:**  
**Origin:** NONE  
**Destination:** NONE

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

**State:**  
  
  
**State:**

**Shipper:**  
**Bill of Lading:**  
**Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2002	CA	1035367	# 529	1N9TDAC842C084169	30,020			

**BRAKE ADJUSTMENTS**

**Axle #**      1      2  
 Right  
 Left  
 Chamber    C-20    C-30

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.9	24252(a) VC	1	N		N	N	Required lamp(s) inoperative; Right side upper clearance lamp inop

**Mat:** No HM Transported.

**Placard:** No      **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 293630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000731

X \_\_\_\_\_

X \_\_\_\_\_



**DRIVER/VEHICLE EXAMINATION REPORT**

Aspen 2.14.0.10



**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:** CA3BFM000732  
**Inspection Date:** 11/13/2012  
**Start:** 12:25:00 PM PT **End:** 1:18:00 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

<b>MV TRANSPORTATION INC</b> 7209 E. ROSECRANS AVE PARAMOUNT, CA 90723 <b>USDOT#:</b> <b>MC/MX#:</b> <b>State#:</b> 54849 <b>Location:</b> PARAMOUNT, CA <b>Highway:</b> <b>County:</b> LOS ANGELES, CA		<b>Driver:</b> <b>License#:</b> <b>Date of Birth:</b> <b>CoDriver:</b> <b>License#:</b> <b>Date of Birth:</b> <b>Shipper:</b> <b>Bill of Lading:</b> <b>Cargo:</b>	<b>State:</b>   <b>State:</b>
<b>Phone#:</b> (562)259-9911 <b>Fax#:</b>	<b>MilePost:</b> <b>Origin:</b> NONE <b>Destination:</b> NONE		

VEHICLE IDENTIFICATION											
Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2002	CA	1035366	# 528	1N9TDAC822C084168	30,020			

**BRAKE ADJUSTMENTS**  
Axle #            1            2  
 Right  
 Left  
 Chamber    C-20    C-30

VIOLATIONS							
Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
396.3A1	1232(a)	CCR /004	N		N	N	Vehicle maintenance (general): 1 of 4 fuel tank securement straps bolt loose.

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

**Special Checks:** No Data for Special Checks.

**State Information:**  
 Odometer: 302233; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:  
*[Signature]*



CA CA3BFM000732

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



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: CA3BFM000733
Inspection Date: 11/13/2012
Start: 1:22:00 PM PT End: 1:52:24 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE
PARAMOUNT, CA 90723
USDOT#:
MC/MX#:
State#: 54849
Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

Phone#: (562)259-9911
Fax#:

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, 2011, CA, 11967F1, # 1397, 1FDFE4FS1BDB37595, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 17146; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X:

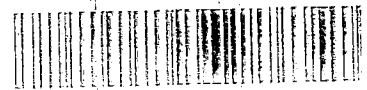
Title: Date:

Report Prepared By:
A. PEREZ / M. DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000733

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000734
Inspection Date: 11/13/2012
Start: 1:57:55 PM PT End: 2:25:23 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

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

USDOT#:
MC/MX#:
State#: 54849
Phone#: (562)259-9911
Fax#:

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2005, CA, 1208742, # 7011, 1GBG5VIE15F512124, 2,200

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

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

Special Checks: No Data for Special Checks.

State Information:

Odometer: 73697; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ / M.DELVALLE

Badge #: A8968

Copy Received By:

Page 1 of 1



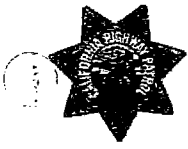
CA CA3BFM000734

X

X

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000735  
**Inspection Date:** 11/13/2012  
**Start:** 2:27:13 PM PT **End:** 2:46:03 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:**  
**MC/MX#:**  
**State#:** 54849

**Phone#:** (562)259-9911  
**Fax#:**

**Location:** PARAMOUNT, CA  
**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**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	CHEV	2007	CA	8L36923	# 1183	1GBE5V1G07F411748	19,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No **Cargo Tank:**

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Plate Information:**

Odometer: 181213; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 24; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8988

Copy Received By: \_\_\_\_\_

Page 1 of 1



CA CA3BFM000735

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000736  
**Inspection Date:** 11/13/2012  
**Start:** 2:45:00 PM PT **End:** 3:02:16 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54845  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	GWWR	CVSA #	CVSA Issued #	OOD Sticker
1	BU	CHEV	2007	CA	1258476	# L-312	1GBE4V1G87F417087	16,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 100824; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000736

X AP X MAC

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000737  
**Inspection Date:** 11/13/2012  
**Start:** 3:02:47 PM PT **End:** 3:30:02 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**MilePost:**  
**Origin:** NONE  
**Destination:** NONE

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

**State:**  
  
**State:**

**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	1304477	# 7101	1FDFE4FS4ADB01804	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**Plate Information:**

Odometer: 230011; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

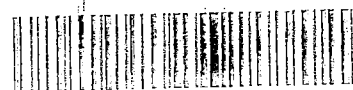
Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000737

x *[Signature]*

x *[Signature]*

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000738  
**Inspection Date:** 11/14/2012  
**Start:** 8:00:59 AM PT **End:** 8:54:07 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** Phone#: (562)259-9911  
**MC/MX#:** Fax#:  
**State#:** 54849

**Location:** PARAMOUNT, CA  
**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**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2010	CA	1304476	# 7103	1FDDE4FS6ADB01819	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 29811; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8963

Copy Received By:

Page 1 of 1



CA CA3BFM000738

X *MP*

X *MP*

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000739  
**Inspection Date:** 11/14/2012  
**Start:** 8:54:38 AM PT **End:** 9:36:54 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	2008	CA	8Z58623	#7014	1ED4E45S38DA29982	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**Site Information:**

Odometer: 100684; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

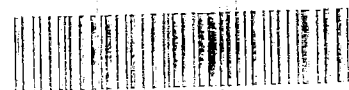
Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000739



**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42	

TERMINAL NAME  
**MV Transportation Inc.**

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
4620 West America Dr. Fairfield, Ca. 94534

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
Same

TELEPHONE NUMBER (W/ AREA CODE)  
562-259-9911

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
Same

**LICENSE, FLEET AND TERMINAL INFORMATION**

IM 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- 74 II-	DRIVERS 76	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 type="checkbox"/> Yes <input checked="" 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) Lena Parten	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911
EMERGENCY CONTACT (NAME) Stephen Allen	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2009 ]**

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
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**OPERATING AUTHORITIES OR PERMITS**

UC <input type="checkbox"/> T <input type="checkbox"/> N/A	TCP <input checked="" type="checkbox"/> 12064	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
JSDOT US DOT NUMBER N/A	MC <input type="checkbox"/> MX <input type="checkbox"/> N/A	MC <input type="checkbox"/> MX <input type="checkbox"/> N/A	REASON FOR INSPECTION

**ANNUAL BUS TERMINAL INSPECTION**

INSPECTION FINDINGS	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable
REQUIREMENTS VIOL	MAINTENANCE PROGRAM DRIVER RECDRDS 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
RIVER RECORDS	No. 14 Time 4.0 No. 12 Time 2.0 No. 14 Time 13.0 n/a TOTAL TIME 19.0
RIVER HOURS	HAZARDOUS MATERIALS CONTAINERS/TANKS VEHICLES PLACED OUT-OF-SERVICE
HAZARDOUS MATERIALS	<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted No. n/a Time Vehicles 0 Units
HAZARDOUS MATERIALS	REMARKS
HAZARDOUS MATERIALS	13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.
HAZARDOUS MATERIALS	See attached CHP 343-1 and CHP 407F/343A - Aspen Reports
HAZARDOUS MATERIALS	CA3BFM000363 through CABFM000376

INSPECTION DATE(S) 11/7,9 & 10/2011	TIME IN 1400	TIME OUT 1500
INSPECTED BY (NAME(S)) L. Perez / MCS1	ID NUMBER(S) A8968	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 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Lena Parten</i>	DATE 11/10/2011
CARRIER REPRESENTATIVE'S PRINTED NAME Lena Parten	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER STATE Ca.

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

DATE	11/7, 9 & 10/2011	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
7209 E. Rosecrans Ave. Paramount, Ca. 90723		FC NUMBER	227210
REMARKS		RATING ISSUE DATE	

**CHANGE OF ADDRESS**

13 CCR 1233.5

**MOTOR CARRIERS SHALL NOTIFY THE DEPARTMENT IN WRITING OF ANY CHANGE OF ADDRESS OR CESSATION OF REGULATED ACTIVITY AT ANY OF THE CARRIER'S TERMINALS. SUCH NOTIFICATION SHALL BE MADE WITHIN 15 DAYS OF THE CHANGE AND SHALL BE FORWARDED TO:**

**CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298-0001**

CARRIER REPRESENTATIVE'S INITIALS:

LR

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: CA3BFM000368
Inspection Date: 11/07/2011
Start: 1:00:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2009, CA, 1329236, 9303, 1N9MLABP79C084242, 32,000

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right, Left, Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 100678; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 36; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ

Badge #: A8968

Copy Received By:



1205759 CA CA3BFM000368

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: CA3BFM000363
Inspection Date: 11/07/2011
Start: 8:00:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759

Phone#: 562-259-9911

MC/IX#:

Fax#:

State#: 54849

Location: PARAMOUNT, CA

Highway:

County: LOS ANGELES, CA

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Shipper:

MilePost:

Origin: NONE

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2005, CA, 7T80407, C-20, 1N9TDABG15C084160, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26508(d)(2), S, 1, N, N, N, Manual device (push/pull knobs) shall be readily operable & emergency position or method of operation clearly indicated.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 315362; File Code Number: 227210; Fuel Type: D; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: PEREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000363

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: CA3BFM000364
Inspection Date: 11/07/2011
Start: 9:00:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, EAGC, 2009, CA, 1329237, 9304, 1N9MLABP99C084243, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

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

Special Checks: No Data for Special Checks.

State Information:

Odometer: 102200; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 27; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.
Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:
[Signature]



1205759 CA CA3BFM000364

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: CA3BFM000365
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759

Phone#: 562-259-9911

MC/MX#:

Fax#:

State#: 54849

Location: PARAMOUNT, CA

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, 1291482, 7104, 1FD4FE4FSXADB01824, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Other Information:

Commeter: 9510; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

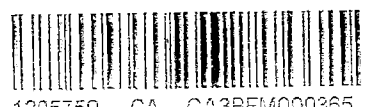
This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: PEREZ

Badge #: A8968

Copy Received By: [Signature]



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: CA3BFM000366
Inspection Date: 11/07/2011
Start: 11:00:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R25159, 1236, 1N9HDABP98C084191, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26453, VC /003, S, 1, N, N, N, X-2 R/S brake push travel @ 21/8 inches. ( T-30 100 PSI )

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 86664; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000366

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: CA3BFM000367
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534
USDOT#: 1205759 Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849
Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R25158, 1235, 1N9HDABP78C084190, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26453 VC /002 S 1 N N N Axle #2 left type 30 brake chamber slack adjuster push rod travel at 2 1/8". Row 2: 24252(a) VC S 1 N N N Required lamp(s) inoperative, 1) left front headlight out.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 108540; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: EREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000367



# 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: CA3BFM000369  
Inspection Date: 11/07/2011  
Start: 2:00:00 PM PT End: 3:00:00 PM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 54849

Phone#: (707)863-8980  
Fax#:

Location: PARAMOUNT, CA  
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	2007	CA	8H02883	1186	1FDXE45S07DA13797	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(c) CCR	S	1	N		N	N	Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

### State Information:

Odometer: 118703; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
A. PEREZ

Badge #:  
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000369

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: CA3BFM000370
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1096892, 525, 1N9TDAC812C084162, 30,020

BRAKE ADJUSTMENTS
Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.
HazMat: No HM Transported. Placard: No Cargo Tank:
Special Checks: No Data for Special Checks.

Vehicle Information:
Meter: 259082; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.
Signature Of Motor Carrier X: Title: Date:

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: CA3BFM000371
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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 ELDO 2002 CA 1096895 534 1N9TDAC862C084173 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(c) CCR S 1 N N N Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 234630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. Morlet

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000371

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: CA3BFM000372
Inspection Date: 11/07/2011
Start: 11:00:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

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

MilePost: Shipper:
Origin: NONE Bill of Lading:
Destination: NONE 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, ELDO, 2008, CA, 8R09717, 1231, 1N9HDABP58C084155, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows include citations for excessive oil and grease, brake hoses, and inoperative lamp.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 98486; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Prepared By: MORLET

Badge #: A13135

Copy Received By: LP



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: CA3BFM000373
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, 2008, CA, 8Z58623, 7014, 1FD4E45S38DA29982, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 79603; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000373

X [Signature]

X [Signature]

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: CA3BFM000374
Inspection Date: 11/07/2011
Start: 1:00:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1035368, 530, 1N9TDAC802C084170, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 259810; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: MORLET

Badge #: A13135

Copy Received By: LP



01205759 CA CA3BFM000374

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: CA3BFM000375
Inspection Date: 11/07/2011
Start: 2:00:00 PM PT End: 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2003, CA, 1093943, 21369, 1N9TDACG73C084109, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 225622; File Code Number: 227210; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 25; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000375

X

X LP

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: CA3BFM000376
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2009, CA, 1329373, 9314, 1N9MLABP19C084253, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 78160; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the
reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
G. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000376

X [Signature]

X LP



# **Operator Training Modules**

## Operator Training Modules

- **Welcome to MV Transportation:** Introduces drivers to company mission, company history, structure, and approach to services. Describes the rewards of working for MV, incentives and awards for passenger care and safety. Overview of the basics of quality. (40 minutes)
- **The Katherine McClary Story:** Defines “accident” and emphasizes the consequences of driver inattention through the tragic story of Katie McClary, a 25-year old Duke Honor graduate and high school basketball coach who was accidentally struck and killed by a bus in North Carolina in 2004. (15 minutes)
- **The MV Transportation Professional:** Describes MV’s commitment to service and driver’s responsibility to protect MV’s values. Gives tenets of professional driving, including knowledge, skill set, and attitude. Presents the importance of presenting a professional image to MV’s passengers, including appearance and customer service. Describes the essentials of handling difficult situations. (20 minutes)
- **Hazards Communication:** Defines common industrial chemical hazards and the importance of safe handling, reading material safety data sheets, personal protective equipment, and the proper response for personal exposure to chemicals or hazardous materials, as well as spills/leaks. (20 minutes)
- **Drug and Alcohol Policies and Procedures:** Describes prohibited substances and their detrimental effects, gives an overview of the history behind government policies regarding substance abuse. Discusses occasions for DOT drug and alcohol testing, testing procedures. Presents MV’s Zero Tolerance Substance Abuse Policy. (60 minutes)
- **Fatigue Management:** Defines fatigue, sleep debt, sleep disorders, and the risks of lack of sleep. Gives guidance and tips for more effective alertness management. (25 minutes)
- **Wellness:** Discussion on the importance of maintaining a healthy lifestyle, through diet and exercise, sleep, stress management, and other healthy habits. (15 minutes)
- **Whistleblowers:** Presents Open Door Policy, OSHA’s Whistleblower Regulation, and protection under law and MV policy. (15 minutes)
- **Sexual Harassment:** Discussion on anti-discrimination law and company policies, emphasizes mutual respect, and gives guidelines for dealing with sexual harassment. (25 minutes)
- **Bloodborne Pathogens:** Provides guidelines for occupational exposure in the event of an emergency, accident, or personal exposure. Defines bloodborne pathogens and how they are transmitted. (20 minutes)
- **NTI – Warning Signs:** Discussion on system security awareness. Gives guidelines for maintaining safety of the transit system, including monitoring work areas, inspecting vehicles, identifying suspicious behavior, and emergency response procedures.
- **Map Reading:** Principles of reading maps, identifying coordinates, how to recover from getting lost. (30 minutes)
- **On the Road:** Discusses vehicle dynamics and road operations running late, running hot, fares and local requirements, gives intro to local mobile data terminal and dispatch procedures, picking up passengers, and vehicle placement – including backing up, allowing clearance, and pedestrian awareness. (30 minutes)
- **The Basics of Safety:** Defines safety, accidents, and how accidents occur. Discusses risk reduction, accident prevention, identifying unsafe behaviors that lead to accidents, and the 300:29:1 theory. (45 minutes)

# Quality Assurance Review

**MV TRANSPORTATION  
QUALITY ASSURANCE REVIEW**

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>HUMAN RESOURCES</b>		
			New hire process	All forms complete and signed, new hire checklist included in personnel file, all appropriate background checks complete, EIS and all forms sent to HR upon hire	
			Documentation of Applications	Applicant flow log complete and sent to corporate as required, rejected applications kept on file for two years, reason for not hiring clearly marked and those ineligible for future hire clearly noted	
			Disciplinary Actions	Warning notices issued for rule violations per handbook section 500, review last five violations, check for appropriate progression of discipline, review payroll records to confirm suspensions, payroll and training records to confirm retraining	
			Leaves of Absence	Forms submitted in timely manner and complete, maintained in personnel file. Return from LOA documented and appropriate testing and/or retraining conducted	
			Wages and pay scales	Compare payroll logs with wage scale, ensure appropriate rates and timing	
			Attendance Tracking	Review monthly attendance logs, assure point system updated and current, disciplinary action taken per handbook section 503	
			Accident and Incident Reporting and Tracking	Review files and compare to accident log, assure appropriate documentation of discipline, testing, retraining through personnel and payroll records	
			Safety Incentives	Accident-free awards granted appropriately and timely, compare versus accident log and personnel files	
			Personal and Professional Appearance	Drivers outfitted in uniform, fully equipped, office staff in professional attire, ID badges where appropriate	
			Employee Classification (FT vs. PT)	Review hours to assure employees are classified accordingly, check rolling 90-day period, benefits administered appropriately, significant gaps for part-time employees followed with return-to-duty testing documentation, retraining as necessary	
			Drug and Alcohol Testing Program Compliance	Determine appropriate personnel involved, local notification process, inclusion of all safety-sensitive employees in random pool, more than one supervisor trained in reasonable suspicion, post-accident tests conducted according to policy, return-to-duty testing conducted for LOA's, adequate documentation provided for missed tests	
			Employee Files	Review files for accuracy and completion, compare training record to payroll record and/or manifests	
			Internal Complaint Process	Open door policy in place, discussion with employees regarding process, knowledge thereof, visual inspection of posting	
			Employee Suggestion Program	Visual inspection for suggestion box, mgr. acknowledgement of suggestions, employees credited for implemented suggestions	
			Files Secured	Employee, Training, Financial and Drug Testing information kept in locked file cabinet, visual inspection, review employee access and chain of command	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Payroll Processing		Payroll approved by appropriate personnel prior to submittal to accounting, checks reviewed against submittal prior to distribution, checks distributed and signed for on appropriate pay day, hours compared to driver logs where appropriate. Operating data captured effectively.	
			Data Input and Management		review trips sheets and compare to invoices and payroll documents, all data complete and able to be reviewed through system, GM regularly reviews op stats to identify problems	
			Month End Accrual Process		Invoice and expense accruals completed in timely manner, correctly, and with appropriate documentation, approved/reviewed by GM. Review current invoices to previous month's accrual	
			Accounts Payable		Approval by appropriate personnel, invoices input in timely manner, payables sent to corporate in timely manner, P.O. log in use to effectively track approvals and expenditures and to generate accruals, invoices coded to appropriate expense account	
			Invoicing		Client invoices correct and prepared according to contract and Accounting policy, credits/debits documented appropriately and submitted to accounting	
			Leases and Contracts		Are rates used according to contract agreements, pass-through items handled appropriately, are billing units correct and according to contract	
			Fixed Assets		Leases and vendor contracts on file, signed by appropriate personnel, increases budgeted where necessary, terms and conditions followed	
			Purchasing		Log current, complete and consistent with corporate info, inventory control tags affixed	
					Purchases made by designated personnel only, GM approval where appropriate, local authorization in compliance with policy, purchases reviewed against receipts and/or packing slips, check for P.O. on large purchases, use of national contracts according to policy	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Use of Vendors		Vendors and prices, including national, reviewed periodically to ensure lowest costs, three estimates for amounts above thresholds, documentation of pricing agreements on file	
			Cash accounting		Cash revenues counting according to accepted procedures, in double custody or acceptance sign-off; fares reconciled daily to manifests or ridership and variances noted, deposits made by appropriate personnel other than those counting cash and in timely fashion. No use of fares for petty cash needs. Petty cash balanced and documented correctly, reimbursements submitted in timely manner	
			Financial Record Keeping		Records on file and up to date. kept neatly in Blue binder	

Acceptable	Needs Improvement	Follow-Up	Checklist Item	Site Review	Comments
<b>ADMINISTRATION &amp; ORGANIZATIONAL MANAGEMENT</b>					
			Mission and Corporate Information	Required company postings up and in visible location, in good condition and up to date, org chart up-to-date and posted	
			Awards	Location awards, local awards posted in visible location	
				Professional office environment, employees trained in appropriate telephone answering procedures, review phone logs where available to determine wait/hold times, rings before answering, staffed adequately for customer convenience, phone system use clear to callers	
			Communications - Telephone	Professional radio procedures utilized, 10-codes posted and used, radio checks performed in pre-trip inspection	
			Radio Use	Employee telephone lists available only to designated personnel	
			Internal Documents		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Contract Documentation	Copies of current contracts and amendments up to date, complete and on file.	
			Reporting	All required client reporting requirements met including submittal of MMR, data submittals, NTD info, and accident/incident reports; reports are professional in appearance and delivered in a timely manner.	
			Service Supply	Contractual service levels being met, revenues and service levels according to plan, resource utilization according to plan.	
			Operations Performance	Performance standards, on time requirements met with appropriate response by management to maximize incentives and minimize liquidated damages. Location benchmarks maintained and posted. Review process for data entry and for calculating performance statistics.	
				Out of contact (OOC) agreements utilized and processed correctly.	
				Complaint logging, tracking and resolution procedures in place and utilized effectively. Complaints analyzed for trends and actions taken. Complaints tied to individual performance and assignment of progressive discipline where appropriate. Employee commendations posted and noted in employee file.	
			Passenger Complaints	GM initiates and/or support client efforts to survey/measure public and passenger perception of service quality, analyzes survey results to identify trends related to safety and training, passenger information, etc.	
			Customer service efforts		
			Public Relations	Management participates in community events, organizations, groups, etc., and is visible within the transportation community as appropriate to the wishes of the client and to the requirements of the contract and establishment policy.	
			Client Relations	Contact made with client as least twice weekly, in person contact at least twice monthly. Attendance at client board meetings as required.	



Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Client Relations	Client meetings are properly documented. Meeting notes and client correspondence reflect managers awareness of service demands as well as client needs and expectations. Documents are properly followed-up, distributed and or filed as required.	
			Client Relations	Manager and staff participate with client in promotional activities.	
			Client Relations & Business Development	Manager promotes corporate resources and seeks opportunities to market services to both current and potential new clients. Describe most recent example of the utilization of this type of support.	

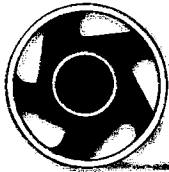
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Visit	Comments
			<b>FACILITIES</b>		
			Fixed Assets	Office equipment appropriate for the operation and in good repair, fixed asset list up to date, assets tagged. Disposal procedures in place	
			Facility Condition	Facility in good repair and well cleaned, process in place for identification of problems (weekly walk-through, etc.), lot clear of debris and spills Yard, Fencing, walls, and outdoor equipment (fuel tanks, etc.) in good repair and protected from hazards.	
			Vehicle Security	Lighting in the yard and external walkways is adequate, safety hazards clearly identified, review worker's comp claims and incident reports Vehicles parked and locked appropriately, vaults turned in per local policy, key control procedures in effect.	
			Facility Security	Property/yard gates appropriately constructed; open, close and locked properly. Keys issued appropriately and documented. Auto codes assigned where appropriate, kept confidential and used only by designated personnel	
				Building/entry doors and windows appropriately constructed to provide effective facility security. Keys issued appropriately.	
				Doors/windows to interior offices which must be secured are appropriately constructed. Keys issued appropriately and documented.	
				Bulletin boards maintained professionally, checked for outdated material and material not authorized to be posted.	
			Corporate Information	Shop office and work areas orderly and neat with tools stored and secure when not in use. Equipment permits current and posted (list required equipment permits).	
			Maintenance Shop	Storm water runoff procedures are administered and documented effectively.	
				Water recovery system (e.g. clarifier, etc.) utilized for wash water runoff.	
				Check Fire Extinguishers for current Inspection Tag	
				Proper use of Safety glasses by maintenance personnel	
				Shop equipment, grinders, jack stands lifts inspected regularly	
				for proper operation and condition	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>SAFETY AND TRAINING</b>		
			Training Staff	Trainers (staff and BTW) fully qualified and authorized, listed appropriately in accounting and personnel documents, hiring process and qualifications documented, training provided and documented	
			Training Program	Training personnel properly uniformed. Location training program complies with the MV Transportation training manual as well as contractual and/or proposal requirements. Training materials complete, up to date, and in good condition (videos, poster, books, etc.) Training room and/or other training facilities clean, neat, and conducive to professional instruction. Ride-checks conducted according to policy, included in performance reviews, pull-ins and pull-outs monitored regularly, retraining conducted according to schedule and need, documented appropriately	
			Monitoring	Accidents documented appropriately, files forwarded to corporate, disciplinary action taken where appropriate, post-accident testing conducted according to policy. Accident trends analyzed and incorporated into training program	
			Safety Program	Top ten safety strategies effectively implemented. Review current safety incentive program, timeliness of awards, employee postings and recognition	
				Safety board (computerized program) utilized and up to date.	
				Safety posters and related items are used effectively, changed regularly	
				Facility Safety inspections conducted regularly, problems documented and corrected in a timely manner, review last two inspections	
				Safety meetings held monthly, agenda and notes kept, forwarded to director of Safety (check last 2 months)	
				Review safety tracker for expiration dates of various certs.	
				Review cert. Book (pull notices, etc all current)	
				OSHA log up to date (includes light duty report)	
				Recruitment methods documented and tracked for cost effectiveness, best practices identified and expanded on.	
			Recruiting		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>MAINTENANCE</b>					
			Inventory	Parts room properly stocked and organized. Inventory appears appropriate for the operation. Inventory sufficient and not excessive.	
				Inventory Value	
			Daily Vehicle Inspections	DVIs reviewed daily, defects noted on work orders; all safety corrected; work order number noted on each DVI with defect; copied distributed and maintained for 30 days. Work orders complete, current, and filed appropriately.	
			Documentation	Garage Keeper program utilized effectively. Vehicle status board or other computerized tracking system utilized to monitor PMI scheduling. No overdue PMIs?	
			Maintenance Tracking	State or other required inspections performed timely and documentation maintained appropriately.	
			Inspections	Material Safety Data sheets current and complete.	
			Regulatory	MV Transportation maintenance audit last conducted _____. Attach copy of documentation.	
			Shop Audit	Vehicle acceptance procedures followed and documented per policy.	
			Training	Maintenance Staff has all applicable certifications.	
			Scheduling	Maintenance schedules are meeting divisions needs.	
			Budget	Staffing levels are meeting budget.	
			Safety	Monthly safety meeting minutes signed by all techs and filed.	
			Environmental	Audit Environmental file for copies of manifests for proper disposal of waste oil, filters etc and any other related environmental issues for compliance of state and federal epa laws.	
			Fuel	Facilities which have fuel tanks must have records of daily reconciliation for usage.	
				Daily log of fluid checks.	
			Fleet	Vehicle condition acceptable. Check for body damage, paint condition, decals, wheel and tire condition, windows, seats, floors, etc. Complete and attach separate vehicle condition inspection form for 10% of the fleet or 4 vehicles, whichever is greater.	
				Exterior signage correct and in good condition. Check for vehicle #, service name, CA#, etc.	

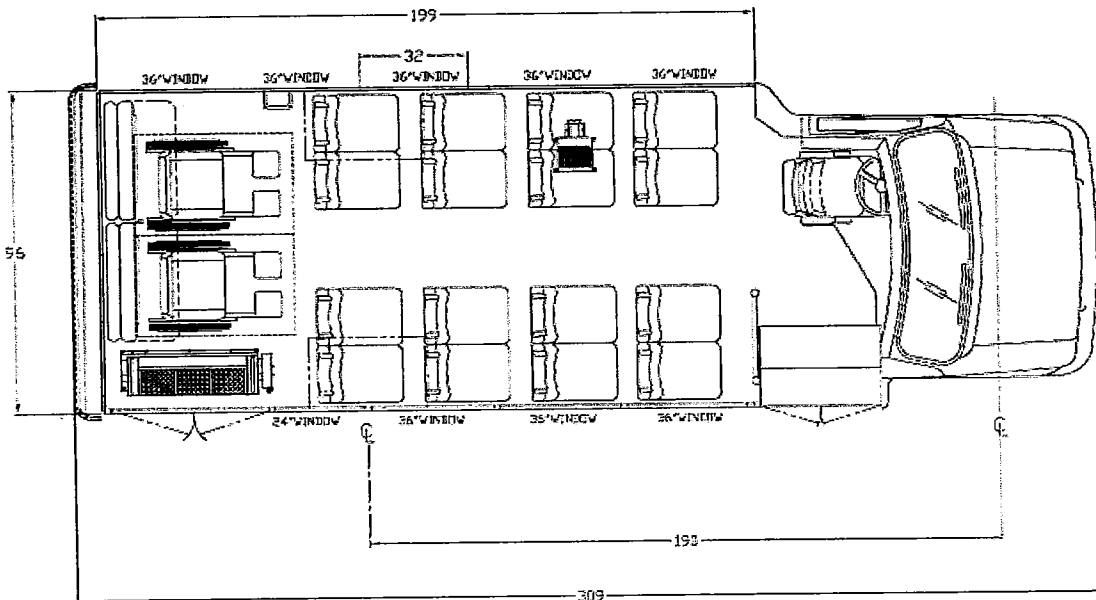
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>MAINTENANCE</b>		
				Vehicle cleaning plan and scheduling appropriate to maintain professional appearance and to comply with contractual requirements.	
				Random check of tire condition and fluid levels.	
				Vehicle inventory current and accurate.	
			Fixed Assets Management	Reviewed monthly upon receipt from RSM.	
				License plates/tags current and up to date on the vehicle inventory listing.	

# Vehicles



Creative Bus Sales

3/24/2014



2014 STARCRAFT ALLSTAR 25 ADA SHUTTLE BUS  
- 20 SEATED PASSENGERS OR 16 W/2 WHEELCHAIRS  
NEW FORD E450 SUPERDUTY CHASSIS  
6.8L V10 GASOLINE ENGINE  
FIVE SPEED AUTOMATIC TRANSMISSION  
225 AMP FORD OEM ALTERNATOR

NON SLIP TRANSIT FLOORING ON ENTIRE FLOOR  
TA SUPER FORD 86,000 BTU WITH DUAL COMPRESSORS  
DOOR ACTIVATED INTERIOR LIGHTS  
HOT WATER HEATER, 35K BTU  
DELUXE AM/FM CD WITH 4 SPEAKERS  
PA SYSTEM WITH GOOSENECK MICROPHONE  
PASSENGER DOOR-ELECTRIC  
DOUBLE WHEELCHAIR DOORS  
BRAUN OR RICON WHEELCHAIR LIFT 34" X 54" PLATFORM  
INTERMOTIVE FAST IDLE WITH INTERLOCK  
Q'STRAIT 820L MAX RETRACT WHEELCHAIR TIE DOWN (2)  
PRIORITY SEATING SIGN  
WHEELCHAIR DECAL  
BACK UP ALARM  
CEILING GRAB RAIL (EACH) (2)  
1 1/4" GRAB RAIL PARALLEL TO ENTRANCE  
STANCHION AND MODESTY PANEL  
DRIVER SEAT HIGH BACK, RECLINER, ARMREST  
DRIVER SEAT COVER-LEVEL 1 NEWPORT  
MID HIGH DOUBLE SEAT (8)  
MID HIGH DOUBLE FLIP SEAT (2)  
LOW BACK SINGLE FLIP SEAT (1)  
SEAT COVER-LEVEL 1 NEWPORT VINYL  
ANTI VANDAL GRAB HANDLE BLACK EACH (8)  
PASSENGER LAP BELTS (20)  
STOP REQUEST SYSTEM WITH LIGHT  
FIRE EXTINGUISHER  
TRIANGLE FLARE KIT  
16 UNIT FIRST AID KIT  
FORD CPA DISCOUNT  
EXTERIOR GRAPHICS ALLOWANCE OF \$600  
DIAMOND NV FAREBOX WITH SPARE VAULT & HANDRAIL  
FORD MOBILITY DISCOUNT

**OPTION**

CNG CONVERSION-40 GGE CAPACITY



**Air Conditioning  
Preventive Maintenance  
Inspection Checklist**



## Maintenance Inspection Schedule

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season															
<b>Refrigerant/Heating</b>																		
1. Check refrigerant charge. <ul style="list-style-type: none"> <li>• Make sure discharge pressure is 150 psi on R-134A systems and 250 psi on R-22 and R407C systems</li> <li>• The ball in the top receiver tan sight glass should be floating and the liquid line sight glass (if equipped) should be full and clear – no bubbles.</li> </ul> Charge OK ___ Needs charging ___ <b>NOTE: Refer to Service Bulletin No. 392-2.</b>	X	X	X															
2. Visually check refrigerant hoses and tubing for signs of deterioration or chafing. Hoses and tubing OK _____ Hose and/or tubing needs replacement. Specify which one. _____	X	X	X															
3. Visually inspect for leaks of refrigerant and oil. No leaks _____ Leaks detected _____	X	X	X															
4. Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.	X	X	X															
5. Install service gauge manifold set. Record operating pressures, temperature, and suction line condition. <table style="width: 100%; margin-left: 20px;"> <tr> <td></td> <td style="text-align: center;">Fast Idle</td> <td style="text-align: center;">Full Throttle</td> </tr> <tr> <td>Suction</td> <td style="text-align: center;">___ PSIG</td> <td style="text-align: center;">___ PSIG</td> </tr> <tr> <td>Discharge</td> <td style="text-align: center;">___ PSIG</td> <td style="text-align: center;">___ PSIG</td> </tr> <tr> <td>Ambient</td> <td style="text-align: center;">___ F</td> <td style="text-align: center;">___ suction line</td> </tr> <tr> <td>Return Air</td> <td style="text-align: center;">___ F</td> <td></td> </tr> </table>		Fast Idle	Full Throttle	Suction	___ PSIG	___ PSIG	Discharge	___ PSIG	___ PSIG	Ambient	___ F	___ suction line	Return Air	___ F				X
	Fast Idle	Full Throttle																
Suction	___ PSIG	___ PSIG																
Discharge	___ PSIG	___ PSIG																
Ambient	___ F	___ suction line																
Return Air	___ F																	
6. Check evaporator pressure regulator (EPR) valve operation. R134A            32 psig (138 kPa) R407C & R22    52 psig (276 kPa)    - _____ psig			X															
7. Replace liquid line dehydrator a minimum of once a year or any time the system opened.			X															
8. Check hot water control (coolant) valve operation. OK _____ Repair or Replace _____			X															



## Maintenance Inspection Schedule Continued

Procedures Refrigerant/Heating	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
9. Visually inspect clutch armature for wear and overheating caused by slippage.	X	X	X
10. Visually inspect compressor drive belts for excessive wear, tension and alignment.	X	X	X
11. Check compressor oil level and color (1/2 sight glass) after 15 min. operation.	X	X	X
12. Steam Clean compressor and clutch.			X
13. Check clutch coil resistance and voltage. Record voltage at clutch. _____ vdc. Record resistance of coil. _____ ohms. Refer to specifications.			X
14. Check clutch air gap .045+/- .005 (1.143 +/- .127 mm) and surface flatness. Air gap OK _____ Adjusted air gap _____		X	X
15. Lubricate clutch bearing (Exxon Unirex N2).			X
16. Check compressor oil for acidity. (Oil samples) Safe _____ Marginal _____ Acidic _____			X
17. Check compressor efficiency. <i>NOTE: This procedure checks the piston reeds and discharge valve plate reeds for leakage. Refer to the appropriate maintenance manual for instructions on how to perform this procedure.</i> OK _____ Replace or rebuild compressor _____			X



# Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
19. Record oil pump pressure at 1000rpm's (compressor). Pressure from oil pump port (OP) _____ psig Suction pressure (SP) _____ psig Net compressor oil pressure (NOP) _____ psig <b>NOTE: OP minus SP equals NOP.</b>			X
<b>Electrical</b>			
20. Check thermostat cycle sequence on all models (e.g., cool/vent, cool/reheat, and vent/heat OK _____ Diagnose thermostat/unit _____			X
21. Check 120/125 ampere batteryless alternator excitation voltage _____ V dc and voltage output _____ and inspect brushes and bearings. (if equipped) <b>120 Amp Alternator</b> <b>125 Amp Alternator</b> Excitation voltage      Excitation voltage 8-30 V dc -- determined      12 V dc bus 9-15 V dc at control box      24 V dc bus 18-30 V dc for 12 & 24 V dc buses. <b>Output Voltage</b> <b>Output Voltage</b> 27-30 V dc at fast idle      22-28 V dc at fast idle			X
22. Visually check alternator belt wear, alignment and tension. Condition OK _____ Replace _____ Alignment OK _____ Adjusted _____ Tension OK _____ Adjusted _____	X	X	X
23. Clean alternator, check for signs of corrosion, and check wire connections.			X
24. Inspect evaporator/heater blower motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's      V dc _____ Amps _____	Semi-Annually		
25. Inspect condenser fan motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's      V dc _____ Amps _____	Semi-Annually		



## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
26. Clean control panel area/return air sensor.			X
27. Check boost pump motor (OEM supplied) operation, voltage, and inspect brushes. Voltage _____ Vdc Brushes _____ OK      Replace _____ Operation _____ OK      Replace motor _____			X
28. Check evaporator anti-freeze thermostat operation. If applicable. Opens at _____ F    Closes at _____ F			X
29. Inspect all wires and terminals for damage or corrosion.			X
30. Check condenser pressure switch (CPS)/ condense motor high and low speed operation. CPS opens at _____ psig CPS closes at _____ psig			X
<b>Structural</b>			
31. Inspect condenser coil for cleanliness.	X	X	X
32. Inspect evaporator coil for cleanliness.	X	X	X
33. Visually inspect the outer areas of the unit for loose, damaged or broken parts. OK _____ Make repairs _____ Specific defect _____	X	X	X
34. Clean or replace return air filter. (more frequently if necessary).	X	X	X
35. Clean condenser and evaporator drains. Make sure that the evaporator drain hose check valves (kazoos) are in place and in good condition.			X
36. Lubricate evaporator fanshaft bearings (Shell Alvania EP 2) Twice a year.			X
37. Visually check the engine coolant hoses and hose clamp condition on heater coil system.			X
38. Clean condenser and evaporator coils.			X
39. Check engine coolant for anti-freeze protection down to -30 F (-34 C) to prevent heater coil freeze up. Anti-freeze protection _____ F.			X



## Maintenance Inspection Schedule Continued

<b>Procedures</b>	<b>Monthly 6,000 Miles</b>	<b>Quarterly 18,000 Miles</b>	<b>Annually Pre-Season</b>
40. Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).			X
41. Check condenser air seals and air deflector, if applicable.			X
42. Visually check evaporator blower shaft coupling adjustment and alignment.			X

**Bid Detail Information****Bid Number :** PW-ASD913**Bid Title :** Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services (2014-PA015)**Bid Type :** Service**Department :** Public Works**Commodity :** BUS - TRANSIT (COACH-MINI) CONVENTIONAL**Open Date :** 3/7/2014**Closing Date :** 4/2/2014 5:30 PM**Bid Amount :** \$ 380,000**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services (2014-PA015). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total contract amount of this service is estimated to be \$380,000. 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](mailto: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>.

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 the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

3. Proposer or its subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. 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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

7. Proposer or its subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer or its subcontractor 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 Tuesday, March 18, 2014, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. 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, we may not be able to respond to further requests for information.

The deadline to submit proposals is Wednesday, April 2, 2014, at 5:30 p.m. Please direct your questions to Ms. Lee at (626) 458-7167.

**Contact Name :** Janet Lee

**Contact Phone# :** (626) 458-7167

**Contact Email :** [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov)

**Last Changed On :** 3/7/2014 10:12:32 AM

[Back to Last Window](#)



# Agreement



78248

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS  
SHUTTLE SERVICES (2014-PA016)

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(2014-PA016)

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AGREEMENT FOR

FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE  
SERVICES

THIS AGREEMENT, made and entered into this 5th day of August, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MV TRANSPORTATION, INC., a California Corporation (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 April 2, 2014, hereby agrees to provide services as described in this Contract for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services.

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, Performance Requirement Summary; Exhibit G, Service Route, Schedule, and Fare; Exhibit H, County-Provided Service Vehicles Specifications; Exhibit I, contractor-Provided Service Vehicles Requirements; Exhibit J, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K, Preventive Maintenance; Exhibit L, MR-20 Monthly Ridership Form; Exhibit M, Controlled Substance and Alcohol Testing Program; and Exhibit N, 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, an amount not to exceed \$401,895, which includes \$45,000 for major vehicle repair work to County-provided service vehicles and graphics for service vehicles in accordance with the contract per year 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 September 1, 2014 or Board approval whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. 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 renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be 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, 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 N, 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 *Don Krabe*  
Chairman, Board of Supervisors

ATTEST:

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

By *Ante*  
Deputy

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

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors  
By *Ante*  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Carole Suzuki*  
Deputy

MV TRANSPORTATION, INC.

By *[Signature]*  
Its President *evr*

*Al H*  
Type or Print Name

By *[Signature]*  
Its Secretary *ASSISTANT SECRETARY*

*AMY BARRY*  
Type or Print Name

**ADOPTED**  
BOARD OF SUPERVISORS

**# 26**      **AUG 05 2014**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

78248



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Solano

On 6/9/2014 before me, Elyse Sottero, Notary Public  
(Here insert name and title of the officer)

personally appeared W.C. Pihl and Amy Barry

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.

Elyse Sottero  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### 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

## SCOPE OF WORK

FLORENCE-FIRESTONE/WALNUT PARK AND  
BALDWIN HILLS SHUTTLE SERVICESA. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Vanessa Rachal of Programs Development Division, who may be contacted at (626) 458-5960, or at [vrachal@dpw.lacounty.gov](mailto:vrachal@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager, or her designee, is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Managers.

B. Work Location

The transit services are located in the unincorporated County areas of Florence-Firestone, Walnut Park, and Baldwin Hills. The services provide access to the following points of interest:

- Roosevelt, Col. Leo H. Washington, and Bethune Parks
- Baldwin Hills Scenic Overlook
- Kenneth Hahn State Recreation Area
- Graham and Florence Libraries
- La Alameda Shopping Center
- Metro Blue Line
- Metro Expo Line

See Exhibit G (Service Routes, Schedule, and Fare) for shuttle routes.

C. Work Description

This work to be accomplished under these specifications shall be the continuation of a community shuttle service in the unincorporated County areas of Florence-Firestone/Walnut Park and a community shuttle service in the unincorporated area of Baldwin Hills, hereinafter referred to as the Service.

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 Exhibit A, Scope of Work. The Contractor shall perform the following, but not limited to, executive and administrative management; employment and supervision of all personnel including

supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assistance for public relations and promotions; and preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services. The Contractor shall provide all vehicle operators, facilities, equipment, parts, and supplies required in the operation of Service, unless specifically identified to be contributed by County.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

D. Routes, Frequency, Hours and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G (Service Route, Schedule, and Fare).

Service shall not operate on Sundays and the following six major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should one of these holidays fall on a Sunday, Service shall operate on a normal schedule on the following Monday.

2. Service Modification

The County has established Service routes and schedules as described in Exhibit G (Service Route, Schedule, and Fare). If the Contract Manager determines that the Service may be improved by revisions to scheduling, vehicle assignment, fleet size, or areas serviced, the Contract Manager and Contractor shall plan and institute such changes jointly within the terms of this Contract.

Service routes and location(s) may be added or removed 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.

The total revenue Service hours may be increased or decreased by up to 25 percent without renegotiation of basic vehicle Service hour unit price over the term 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.

3. Special Service Operation

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

E. Equipment

1. Transit Vehicles

a. County-Provided Service Vehicles

Service shall be provided by the Contractor using County-Provided Service Vehicles and Contractor-Provided Service Vehicles. County will lease to Contractor one or more transit 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 the Contractor at the rate of \$1 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

Contractor shall provide a sufficient number of vehicles required to run the service that meet or exceed the required specifications described in Exhibit I, Contractor-Provided Service Vehicles Requirements, hereinafter referred to as "Contractor Service Vehicles."

In the event of a County Service Vehicle(s) breakdown or the vehicle(s) is removed from Service, Contractor shall provide a Vehicle(s) to continue uninterrupted Service during all periods in which the County Service Vehicle(s) is not available for Service.

c. Support Vehicles

Contractor shall provide all other vehicles necessary for adequate supervisory and maintenance support. These vehicles shall be in good operating condition and appearance.

d. Supplemental Service Vehicles

The Contract Manager may direct the Contractor to operate additional Contractor Service Vehicle(s) or County Service Vehicle(s), hereinafter referred to as "Service Vehicles," for Service in the event demand for Service exceeds the capacity provided by the current Service Vehicles and/or in the event County Service Vehicles are no longer operable. County shall approve the vehicles prior to being placed into Service.

2. General Terms for Transit Vehicles

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

Contractor shall provide a sufficient number of spare Service Vehicle(s) equipped with air conditioning and wheelchair lift/ramp equipment in the event any assigned Service vehicle breaks down. The spare Service Vehicle(s) should meet or exceed the Service vehicle specification in Exhibit I, Contractor-Provided Service Vehicles Requirements. The cost of the spare Service Vehicle(s) shall be included in Contractor's actual overall Service operating costs as provided in Form PW-2, Schedule of Prices. Contractor's equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws including, but not limited to, the Americans with Disabilities Act (ADA). In its sole

discretion, the County may provide the Contractor with a spare Service Vehicle(s).

Contractor shall be prohibited from the sale, assignment, or sublease of County Service Vehicles or equipment. Contractor shall also be prohibited from using County Service Vehicles or equipment for any purpose other than providing Service as specified in this Contract. At contract termination, Contractor shall return and deliver County Service Vehicles, equipment, and all other peripheral equipment to County (date, time, and address to be specified by Contract Manager) with no deferred maintenance or damages with the exception of reasonable wear and tear.

Contract Manager may inspect County Service Vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of County Service Vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until 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.

The 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 replacement Service Vehicle or equipment, the County may accept, at the Director's sole option, insurance funds plus the Contractor's deductible or the County's Net Book Value of the Service Vehicle or equipment, whichever is greater. The Contractor shall pay the County the final sale price of the Service Vehicle for any total loss within the first 90 days of the vehicle being placed into service.

The County's Net Book Value of a Service Vehicle shall be based upon the straight-line depreciation over the years of useful life, as determined by the County, with a 10 percent salvage value. The beginning date of the depreciation to be used is the first date the new Service Vehicle is placed into service. The final sale price (excluding taxes, license fees, and documentation fees) of the new Service Vehicle is to be used as the basis for depreciation. All payments shall be within 90 calendar days of date of loss (DOL). Liquidated Damages may be assessed each month for claims unresolved after 120 calendar days.

3. Communication Equipment

The 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 ensure that all vehicle operators providing service under this Contract are familiar and comply with VC, Section 23123, (Hang-Up-and-Drive Law).

a. Service Vehicle Communication Equipment

Contractor shall provide mobile phones or two-way radio communication equipment for all vehicles utilized in Service. The communication equipment used shall provide complete coverage throughout the service area for all vehicles utilized in Service.

Contractor shall provide the necessary communication equipment for a base station and a sufficient number of "repeater stations" to permit uninterrupted communication between the dispatch center and vehicles while in Service.

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

b. Internet Access, E-Mail

Contractor shall maintain Internet access and valid e-mail addresses throughout the duration of this Contract. Contractor shall provide unique e-mail addresses for the Project Manager and the Maintenance Manager. Contractor shall provide County with these e-mail addresses as some communication, including the monthly reports, may be done through e-mail for convenience and timeliness.

c. Business Contact Telephone Number

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

d. 24-Hour Emergency Contact

Contractor shall maintain a 24-hour emergency contact pager, cell phone, or management telephone tree. The Project Manager or other manager must be able to return a call to Contract Manager within one hour after being requested, including during nonbusiness hours. This manager must be able to address all operational issues in case of an emergency.

e. Automated Vehicle Locator (Global Positioning Satellite) Devices

i. County-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on the County Service Vehicles. The AVL devices are permanently installed and contain Global Positioning Satellite (GPS) functionality along with remote diagnostic information.

These units will report back to the County and Contractor any engine or emission malfunction. These devices can also provide real time data about location, vehicle speed, excessive idling, etc. Once installed, the AVL device does not require any service/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.



ii. Contractor-owned Service Vehicles Only

County may install Automated Vehicle Locator (AVL) devices on Contractor-owned vehicles that are assigned as the primary Service Vehicle (not spare vehicles). The AVL devices may be permanently installed and provide real-time data about location, vehicle speed, excessive idling, etc.

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.

F. Storage and Maintenance Facilities

1. The County will not provide storage facilities for the Contractor.
2. Contractor shall provide appropriate fixed-vehicle storage and maintenance facilities for the garaging, servicing, and cleaning of Service vehicle and equipment. Facilities shall include:
  - a. An enclosed workspace sufficient to allow maintenance personnel to service vehicles and be protected from the weather.
  - b. A concrete shop floor capable of withstanding the maximum weight of County Service Vehicles.
  - c. A security-fenced, paved, and lighted area for overnight vehicle parking with adequate spaces for County Service Vehicles.
  - d. A compressed air supply.
  - e. Tire-changing equipment.
  - f. Battery maintenance equipment and spare batteries.
  - g. Vehicle lubrication equipment.
  - h. All tools and equipment necessary to perform required preventive maintenance.
  - i. All tools and equipment necessary to service vehicles, perform component adjustments, and make mechanical repairs.

- j. Equipment necessary to wash and clean vehicles in accordance with this Contract.
- k. Adequate secured storage area for tools, equipment, and parts.
- l. A lighted maintenance pit or an appropriate State of California Occupational Safety and Health Administration (Cal/OSHA) or American National Standard Institute (ANSI) approved hydraulic lift capable of fully lifting the heaviest of County Service Vehicles six feet above the floor for maintenance purposes.
- m. Fueling facility and ability to provide liquefied petroleum gas (LPG) and compressed natural gas (CNG). It is acceptable for Contractor to obtain CNG fuel off-site.

G. Service Vehicle and Equipment Maintenance

1. Service Vehicle Condition

All vehicles, vehicle equipment, and any other equipment necessary to provide Service shall be maintained by Contractor to acceptable appearance standards and in good repair and condition satisfactory to Contract Manager and in accordance with 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 Contractor receives a rating below "Satisfactory" including "Conditional" or "Unsatisfactory" from the CHP, Contractor shall so notify Contract Manager immediately and outline steps that shall 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 an "unsatisfactory" rating will be grounds for termination of the proposed contract. Contractor shall not seek additional compensation of any costs incurred to meet the requirements in this paragraph.

2. Warranty Work (County Service Vehicles Only)

Contract Manager will provide Contractor with the written manufacturer's warranty, if any, for County Service Vehicles. Contractor shall become County's designated warranty agent for County Vehicle(s). Contractor shall be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all work and parts that are covered under warranty. Contractor shall diligently follow the preventive maintenance program so any warranty coverage of

County Service Vehicles is not lessened or invalidated. Contractor shall not seek additional compensation for any costs incurred to meet the requirements in this paragraph.

3. Service Vehicle Appearance/Cleaning/Fumes

Contractor shall be responsible for maintaining the appearance of all vehicles as described in Exhibit J, Service Vehicle Appearance/Cleanliness Checklist. Contractor shall maintain an up-to-date record of all washings and major cleanings, which shall be made available to Contract Manager upon request. Contract Manager may remove a Service Vehicle from Service for unacceptable appearance.

a. Service Vehicle Interior

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept, wet mopped, and dusted daily. Water wash down or "hosing out" of 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 interior of all 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. Upon discovery of the damaged seat upholstery, vehicle shall be immediately removed from revenue Service. Damaged seat upholstery shall be repaired or replaced before vehicle is allowed back into revenue Service. Contractor shall replace seat covers and/or seat boards, which are worn or damaged and cannot be professionally repaired, using materials, which are identical in specifications and color as those materials being repaired. Ceilings and walls shall be thoroughly cleaned as often as necessary to maintain a clean appearance and maximize visibility. Contractor shall ensure that the interiors of 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 pests in the event that they occur in the vehicles.

b. Service Vehicle Exterior

Exteriors of all vehicles shall be washed every other day during dry conditions and every day during rainy conditions to maintain a clean, inviting appearance. Exterior washing shall include vehicle

body, all windows, and wheels. All rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative as necessary to maintain an attractive appearance. Contractor shall be responsible for maintaining and repair/replacement of the artwork on the exterior of the vehicle.

c. Fumes

The interior passenger compartments of vehicles shall be free of fumes from the engine, engine compartment, and exhaust system of vehicles.

d. Graffiti

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

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

Each vehicle shall receive a daily pre-trip and post trip inspection by the Service Vehicle operator prior to being placed in Service and after the vehicle is taken out of service. Daily pre-trip and post trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre-trip and post trip inspections shall be supplemented by regular weekly maintenance inspections to ensure safe and proper operating condition of vehicles. Prior to next pullout, Contractor shall repair or replace any vehicle that has defects and/or possesses a safety or operational problem detected during inspection. Each vehicle operator making an inspection shall be required to fill out an inspection report form and turn it in to the maintenance supervisor. A record of all such inspections shall be kept by Contractor and submitted to County upon request.

Contractor shall perform daily vehicle servicing on all vehicles used in Service. Daily servicing shall include, but not be limited to, fueling, engine oil, coolant, water, and transmission fluid check/add; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and checking of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. Contractor shall document the daily vehicle servicing on the daily pre-trip and post trip vehicle inspection report in written checklist format.

5. Wheelchair Lifts and Ramps

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

6. Destination Signs

Destination signs shall, at all times, be correctly set for Service being provided. When deadheading to/from yard location and other nonrevenue moves, sign(s) shall indicate "Not In Service."

7. 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 vehicles, radios, passenger counters, fare card readers, destination signs, and all equipment to be used to perform this Contract in strict conformity to CHP regulations and orders. Contractor's duty and responsibility to maintain all vehicles and equipment cannot be delegated to any other person, firm, or corporation without prior written approval of Contract Manager.

b. Parts/Fluids Specifications and Requirements

All parts, materials, tires, lubricants, fluids, oils, and procedures used by Contractor on all vehicles and equipment shall meet or exceed original equipment manufacturer specifications and requirements.

c. Service Vehicle Damage

Contractor shall, at its expense, replace or repair immediately any damage resulting from an accident or otherwise, which would impair the proper and safe mechanical operation of the vehicle. All other 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 Contractor cannot complete the work within the time specified, Contractor shall notify Contract Manager in writing of the reason for the delay and the estimated completion date. Contract Manager, at his/her sole discretion, may extend the deadline. Contractor shall log and keep an accurate and up-to-date record of all vehicle repairs.

d. Preventive Maintenance

Routine preventive maintenance and servicing is required on all vehicles used for Service as recommended by the Original Equipment Manufacturer (OEM) or as set forth by Contract Manager (See Exhibit K, Preventative Maintenance). Contract Manager will allow a window of plus or minus 500 miles for scheduled preventive maintenance as recommended by vehicle manufacturer's maintenance specifications. This window of plus or minus 500 miles cannot be added to successive maintenance intervals. For instance, if the vehicle manufacturer recommends maintenance at a 3,000 mile interval, then 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 Contractor shall keep all Work Order cards and a Preventive Maintenance Inspection (PMI) Record on each vehicle indicating the date each inspection took place, a description of all work done to the vehicle, the parts and supplies used, employee I.D., and 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 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 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 air brake systems shall occur every 45 calendar days or more frequently in

accordance with the number of miles the vehicle was in operation since the prior inspection.

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 vehicles are in Service. Contractor shall maintain the HVAC systems in an operable condition at all times.

g. Spare Parts Inventory

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 vehicles are followed and that proper towing methods and equipment are used. Towing may be subcontracted; however, it is Contractor's responsibility to directly supervise the subcontractor.

8. In-Service Vehicle Breakdown

In the event of an In-Service Vehicle breakdown, the maximum response time for an ADA-compliant, substitute vehicle to be made available shall be 30 minutes.

The Contract Manager reserves the right to establish additional criteria regarding reliability of response in the event of vehicle breakdowns.

9. 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. Preventive Maintenance Inspection (PMI) Reports
- h. Daily Pre-trip and Post Trip Vehicle Inspection Reports
- i. Work Orders
- j. Warranty Work
- k. Major Mechanical Repair/Unit Replacement
- l. Body/Interior Repairs (cosmetic)

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.

10. Applicable Vehicle Codes and Regulations

All 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 bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, Title 13.

Contractor shall pay particular attention to the CHP Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by Contract Manager and/or by CHP. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than County. The results of inspections shall be provided to Contract Manager within 24 hours, and any applicable signed certification shall be displayed or carried on the vehicles. Contractor shall expeditiously correct any deficiencies on any CHP vehicle inspection report and advise Contract Manager upon doing so.



H. Rates and Compensation

1. Rates - County Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of vehicle Service hours provided with County Service Vehicles times the rate provided in Form PW-2, Schedule of Prices, hereinafter referred to as "County Vehicle Rate"; less 2) all amounts collected from Farebox Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; less 4) any deduction from Performance Requirements Summary (Exhibit F). Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours determined by County needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, County Vehicle Rate above shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

2. Rates - Contractor Service Vehicles

County will pay Contractor on a monthly basis an amount equal to the sum of 1) the number of vehicle Service hours provided with Contractor Vehicles times the rate provided in Form PW-2, hereinafter referred to as "Contractor Vehicle Rate"; less 2) all amounts collected from Farebox Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section Y, Liquidated Damages; and Exhibit F, Performance Requirements Summary. Vehicle Service hours are defined as the actual hours of revenue Service starting from the point of first pickup to the last drop-off based on hours, determined by County, needed to provide Service described in Exhibit G (Service Route, Schedule, and Fare).

Unless otherwise provided for herein, Contractor Hourly Vehicle Rate shall cover all costs of Service provided by Contractor pursuant to this Exhibit.

3. Fares and Revenue

a. Fare

The cash fare shall be 25 cents per trip. However, the following patrons shall be able to board free of charge:

- Seniors (60 years and older)
- Persons with disabilities or displaying a disabled identification card
- Children under the age of five

This service shall also accept the regional EZ and Metro passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

Any changes to the fares will be supplied by County to Contractor at least five business days before implementation of the revisions to allow for appropriate training of Contractor's personnel. Contractor shall perform such training.

c. Revenue

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.

All revenue generated by Service from the fare box return and the sale of fare media shall be retained by Contractor and deducted on a monthly basis from the amount due to Contractor. The monthly revenue amount shall be reported in the monthly invoice to County and will be subject to County audit.

d. Financial Audit Settlement

If at any time during the term of the agreement, or at any time within three years after the expiration or termination of the agreement, authorized representatives of County, or of any other agency funding this agreement, may conduct an audit of the Contractor regarding the services provided to the County per terms of the agreement, and if such audit finds the County's dollar liability for such services is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either: (1) repaid forthwith by the Contractor to the County, or (2) at County's option, credited against any future payments hereunder due to the Contractor. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payments, provided that, in no event, shall the County's maximum obligation for the Service, as set forth in the agreement, be exceeded.

#### 4. Fuel Cost Adjustment Mechanism

The rate adjustment will apply only to the Service Vehicles in the fleet that use gasoline. There will be no adjustment for Service Vehicles that use propane or compressed natural gas (CNG). 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](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 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation 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 Service Vehicles 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

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  
 Proposal due date: December 2012 (Long-Term Fuel Price: \$3 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	$\$35.00 + \$0.29 = \$35.29$

I. Pass-Through Costs

County recognizes that there are items not covered under this Contract for which Contractor is not compensated under the aforementioned rate. County will 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. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

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

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

If the County requests that the replacement of engines, transmissions, and/or differential units to County Service Vehicles be performed by an independent contractor, the County will pay for all parts and labor costs associated with this work.

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 (County Service Vehicles Only)

County recognizes that during the term of this agreement 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 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 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.

3. Vehicle Repaint/Graphics

Contractor may pass through costs to County associated with painting and/or graphics/decals on County Service Vehicles or Contractor 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 Contractor in writing to proceed with the work. Contractor will only be permitted to pass through costs to County related to the repaint, and/or graphics/decals work.

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 Contractor.

Costs associated with the damage to the painted surface, lettering, and/or decal work that the 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 complete mechanical overhaul, and/or rehabilitation, that is not covered by the 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 vehicle and make determination of the 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 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, predelivery, post-delivery, conditional acceptance, and final acceptance inspections on the vehicle.

After completion of overhaul and/or rehabilitation of County Service Vehicle, Contractor shall invoice County for such work and provide all necessary and required documentation as determined by Contract Manager. Contractor shall withhold between 5 to 10 percent of the total amount of the approved work due to the selected facility until Contract Manager's final acceptance of vehicle. Final acceptance will be made after the vehicle has reentered revenue Service for a reasonable time frame or reasonable mileage.

Contractor and Contract Manager shall agree to the percent of withholding fee and time period applicable in each instance. County will withhold the applicable percentage from the amount due to Contractor until the vehicle passes the testing period. Contractor shall invoice County for any remaining balance after Contract Manager's final acceptance of vehicle. Subject to final acceptance and approval by Contract Manager, payment will normally be made within 30 calendar days of approval.

5. Automated Vehicle Locator Devices

If an Automated Vehicle Locator (AVL) device malfunctions as a result of a manufacturer identified problem or error after the warranty period, the County shall 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, enhancements, modifications to Service Vehicles or equipment that may be required to improve service performance that are beyond the control of 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, Contractor shall present the required scope of the work to be performed to Contract Manager. Contractor shall obtain Contract Manager's approval for the work to be performed, in writing, prior to commencing any work.

J. Monitoring and Auditing Service

1. Monitoring Service

In order to document Service, Contractor shall maintain all project records as requested by County and as required for good business practices. Contractor shall monitor 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 frequency of operations. Contractor shall permit authorized County personnel to board, at no cost to County, all vehicles utilized by Contractor in the performance of Service for the purpose of monitoring Service.

2. Auditing and Inspection of Service

Contractor shall permit authorized representative(s) of County to examine all data and records related to Service or Contractor's operation of any similar service upon request by 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, will 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 monitoring of 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 shall be the responsibility of Contractor to ensure the cooperation of all personnel with any operational procedures pertaining to survey work including the distribution of survey questionnaires, etc.

K. Personnel

~~County will have the right to demand removal from the project, 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 execution of this Contract.~~

Contractor shall train all personnel who are likely to be in contact with the public to give courteous, accurate information concerning the routes and schedules of Service and concerning Service interfacing with other transit services in the vicinity. Contractor shall require that all personnel report all passenger complaints and/or operation problems to the Project Manager, as described



below. Contractor shall maintain a daily diary (log) for this purpose that 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 the concern.

1. Project Manager

Contractor shall designate a Project Manager who has the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. The project manager shall have the responsibility to oversee the day-to-day operations of Service, shall have full authority to act for Contractor, and shall be reachable via office telephone or cell phone during the hours of Service.

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 (Microsoft Word, Excel, Outlook) and/or equivalent software. Contract Manager may, at his/her discretion, communicate with Project Manager via e-mail. Other than the Project 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.

2. Road Supervisor

Contractor shall employ a minimum of one road supervisor who shall be reachable at all times via office telephone or cell phone during the hours of Service.

The Road Supervisor shall provide adequate on-street supervision throughout the Service Area during the times Service Vehicles are in revenue service to minimize Service interruption and ensure quality Service delivery on a regular basis.

3. Office Personnel

Contractor shall employ personnel during Service hours to answer inquiries and respond to complaints from Contract Manager and the public regarding the Service. Office personnel shall have an e-mail address and access to a computer during Service hours. Furthermore, office personnel shall be able to use Microsoft Word and Excel software. Contract

Manager may, at his/her discretion, communicate with Office Personnel via e-mail. Office personnel shall be able to research Contract Manager's questions and respond to Contract Manager via e-mail.

4. Vehicle Operators

Contractor shall employ a sufficient number of properly licensed and qualified personnel to operate County Service Vehicles and equipment and to provide the 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 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 Service Vehicles and shall reject any applicant who failed to appear in court for "Driving Under the Influence." Contractor shall perform a background check on all applicants for vehicle operator and shall reject any applicant who has been convicted of any felony or misdemeanor charge, which would affect the applicant's ability to perform as a vehicle operator or to come in contact with the public.

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 County Service Vehicles. 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, fails a controlled substances and alcohol testing, or with a revoked or suspended license, shall not be allowed to operate a Service Vehicle.

b. Operator Requirements

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

- i. Have a valid California DMV Class B (with a minimum of a "P" endorsement) commercial driver's license, and a medical examination certificate as well as any other required licenses or endorsements required by applicable 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 County 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 slacks, skirt or Bermuda-type walking shorts. Uniform coats, sweaters, and caps may be worn. Vehicle operators shall display their name tag/badge.
  - iv. Assist passengers who have difficulty negotiating the steps or ramp of the vehicle. Service Vehicle operators shall make the lift or ramp available to passengers if requested.
  - v. Be available and on time daily to ensure consistent and reliable Service.
  - vi. Carry current certification of cardiopulmonary resuscitation and first-aid training at all times during vehicle operations.
- c. Operator Training

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

- i. Proper operation of the vehicle to be used in Service including defensive driving and vehicle handling. Proper operation of destination signs, wheelchair lifts and ramps, communication equipment, and other equipment to be used on vehicles.
- ii. California DMV requirements and company policies.
- iii. Service routes, schedules, fare structure, and transit services in the vicinity.

- iv. Accident and emergency procedures and reports.
- v. Public courtesy and empathy towards the needs of elderly and persons with disabilities.
- vi. Training in special skills required to provide transportation to the elderly and people with disabilities.
- vii. American Red Cross or County-approved equivalent training for cardiopulmonary resuscitation and first aid.
- viii. Regular and continuous formal safety instruction for all operating personnel assigned to perform any activities under this Contract. Personnel shall be required to attend scheduled safety meetings at least four times per year.

5. 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 the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles: three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, methods and procedures normally used in servicing mechanical equipment for transit vehicles.

During the life of this contract, the County may at its sole discretion provide the Contractor with vehicles that are propane and/or CNG-powered, heavy-duty, low floor, 29 feet or longer transit buses. Within six months of notification by the County, the Contractor shall provide the County with a maintenance personnel and/or subcontractor who is knowledgeable with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses and CNG-powered, heavy-duty, low floor, 29 feet or longer transit buses and all related mechanical parts, methods and procedures normally used in servicing these types of 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 the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of 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 additional ASE certification per year from the Transit Bus, Truck or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series.

In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one 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, wheelchair lifts/ramps, 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>.

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.

6. 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 (IIPP) and Code of Safe Practices (CSP). 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 cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

L. 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 County 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 inside or outside any Service Vehicle any form of advertising unless directly authorized by Contract Manager. The terms and conditions of such advertising shall be subject to approval by Director. Proceeds of any advertisement shall be remitted to County.

M. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, and convenience of passengers and the general public.

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

2. Service

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

Contractor shall strive at all times to provide Service in a manner that shall 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 by Contractor, fair to the customer, and consistent with County expectations:

a. On-Time Service

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

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

b. Road Calls

In the event of a Service Vehicle failure, Contractor shall immediately deploy a spare Service Vehicle to transport the passengers aboard the failed vehicle.

c. Complaints

Complaints shall be resolved by Contractor as soon as possible, but no later than two business days after their receipt. In the event that Contractor receives a complaint, Contractor shall notify Contract Manager within one business day regarding the nature of the complaint received and within three business days of the complaint's resolution.

N. 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 vehicles in a manner described by the California Highway Patrol (CHP), County Sheriff, or local police. Contractor shall notify Contract Manager the same business day of the request to alter the deployment of any Service Vehicles.

O. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein.

Contractor shall retain all records relating to this Contract for a minimum period of three years following expiration or termination hereof unless otherwise provided for herein. All such records shall be available for inspection by designated auditors of County and the State of California at reasonable times during normal working hours.

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

2. Service Operation Reports

These reports provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of Service, its requirements, and methods. Unless stated otherwise, the reports listed shall be submitted with the monthly invoice, no later than the 15th day of the following month, and shall be made in a format approved by County. Operational reports shall include, but are not limited to, the categories described below. Contractor shall prepare a format for each of the reports described below and submit the format to County for approval. Contractor shall be responsible for maintaining an adequate supply of each report form, including the preparation of all necessary copies.

a. Trip Reports

Contractor shall require each vehicle operator of each Service Vehicle to prepare a daily report on a form indicating: vehicle fleet number; mileage ("begin" and "end" odometer); the number of passengers boarding each Service Vehicle; the amount of revenue collected; the number of passengers boarding with cash fare; the number of passengers boarding without charge (elderly, disabled, and children under five years); and the number of passengers boarding with transit passes. The summary shall indicate any trips that departed early or late in a format approved by County. The report shall be compiled for the period of a month and shall include a summary thereof.



b. Service Reports

Contractor shall submit to County a report indicating the actual number of Service hours, Service miles, total vehicle hours, total vehicle miles, and fuel used (type and amount per Service Vehicle). Such information shall be for each route and shall be compiled on a daily basis for the period of a month and shall include a summary thereof.

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

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre-trip and post trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspection and servicing shall be documented on a report that shall be completed and signed by each vehicle operator assigned to a Service Vehicle each day. The Daily Pre-trip and Post Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre-trip and post trip inspections, shall be kept by Contractor. A copy of each inspection report shall be submitted to County upon request. The Weekly Maintenance Inspection Reports shall be retained on file by the Contractor for a minimum of three years after Contract expiration/termination.

e. Missed Trip Report

A trip is considered missed when a run/loop is not completed. A monthly summary report of missed trips for each month shall be submitted. The explanation for the missed trip(s) should be specified along with the dates and times, the vehicle and trip number, and the affected total revenue hours.

f. CHP Reports

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

g. Operational Problems and Passenger Complaint Reports

The Project Manager shall document operational problems or passenger complaints and describe any action taken regarding

these problems. Copies of said documentation shall be submitted to County by the business day following identification of the operational problem or receipt of such passenger complaint.

Any unlawful or unusual problems or complaints, including any related to safety or serious operational deficiencies, shall be reported by phone to County immediately. Contractor shall submit to County a written report describing the problems or complaints and action taken by the business day following identification of such problems or complaints.

h. 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, 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 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 vehicle, person, and/or object.
- ii. Passenger accidents including falls while passengers are entering, occupying, or exiting the Service Vehicle.
- iii. Passenger disturbances, assaults, injuries, and deaths, etc.
- iv. Any incidents (e.g., physical assault) that take place along the Service route and are witnessed by 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).

i. National Transit Database Reports

The Contractor will be required to collect National Transit Database (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 Passenger/Mile Sampling: Based on LACMTA's monthly selection of bus stop locations, the Contractor shall collect and provide the required data no later than the 25th day of the following month.
- ii. MR-20 Monthly Ridership Form (Exhibit L): Contractor shall prepare and submit this completed form on a monthly basis no later than the 25th day of the following month.
- iii. Annual NTD Reports: Contractor shall prepare and submit an annual NTD report in accordance with the Federal Transit Administration (FTA) NTD Guidelines, as amended, no later than 30 days after the end of each fiscal year or as directed by the County. Contractor shall also attend the annual NTD Reporting Workshop offered by LACMTA.

For further information on how to obtain NTD reporting forms and reference documents, Contractor may contact LACMTA at (213) 922-2810. Contractor shall certify that the data is accurate and shall develop an auditing procedure acceptable to County, for the annual report. The annual report shall pass the required annual audit by LACMTA (i.e., no reaudit required).

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

j. 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.

k. 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. Daily "Vehicle Condition" reports shall be submitted to County upon request. Contractor shall retain the PMI Reports on file for a minimum of three years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

Contractor shall submit a monthly summary of all Service Vehicle mechanical problems including Service Vehicle number, odometer reading, dates/times out of Service

(if applicable), summary of problem(s), and corrective action(s) taken.

P. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit M, 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 M, 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 M. Such reports shall be submitted to County within 15 calendar days after the end of the quarter.

Q. Transit Security Plan

Subsequent to the events of September 11, 2001, safety and anti-terrorist preparations on public transit systems have become 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 Security Plan that shall be followed should the Proposer be awarded this service.

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS). The new system will more effectively communicate information about terrorist threats by providing timely, detailed 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([http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass\\_transit\\_protective\\_measures.pdf](http://www.tsa.gov/sites/default/files/assets/pdf/Intermodal/mass_transit_protective_measures.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 Contractor's Transit Security Plan will be negotiated with the Contract Manager to ensure that the County's needs are adequately addressed. The final approved Transit Security Plan will be attached as Exhibit N.

R. Responsibilities of the Contractor

1. Contractor shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. A subcontractor is not allowed to meet this requirement.
2. Contractor's Project Manager shall maintain the following minimum number of years of experience providing the same or similar fixed route services for governmental or social service agency(ies): three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. A subcontractor is not allowed to meet this requirement.
3. Contractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles: three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.
4. Contractor shall maintain a "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Contractor's maintenance facilities or terminals.
5. Contractor Service Vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I, Contractor-Provided Service Vehicle Requirements.
6. Contractor shall operate Service subject only to the general policies and direction of County with regard to management and operations and to the provisions and requirements of this Exhibit. Contractor shall be solely

responsible for performing all tasks including, but not limited to, providing executive and administrative management; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for County's vehicles; assisting in public relations and promotions; preparation of reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all vehicle operators, facilities, equipment, parts, and supplies required in the operation of service unless specifically identified to be contributed by County.

7. The Contractor shall maintain the required insurance and coverage as specified in Exhibit B, Section 5, Indemnification and Insurance Requirements during the entire term of this Contract. At any time during the term of this Contract if there is a lapse in insurance coverage the Contractor shall immediately suspend work and notify the Contract Manager.
8. All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

S. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Contract Manager may inspect vehicles, equipment, and all other peripheral equipment prior to Contract termination to assess condition of vehicles and equipment. Contractor shall be responsible to perform all the work necessary to correct any deficiencies noted. Contract Manager, at his/her own discretion, may withhold up to the final two months of Service payment until repair is completed by Contractor or deduct the cost of correcting the deficiencies from payment due to Contractor, if Contractor fails to perform the necessary work to correct the deficiencies.

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

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract.

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

U. Funding

The County's obligations under this Contract are contingent upon the availability of funds in each fiscal year budget to finance operating and capital costs. 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. The 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. Permits/Licenses/Certifications

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 K.5, Maintenance Personnel.

X. Utilities

The County will not provide utilities.

Y. Liquidated Damages

1. In any case of the Contractor's failure to meet certain 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.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary, or the following sums if the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

a. Permanent Service Vehicles

The County and the Contractor hereby establish the unit price of \$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays) as liquidated damages, for each and every day of delay in completing the delivery of permanent Service Vehicles by the Contractor. The above conditions may be invoked if the delivery exceeds the specified delivery date of nine months from date of award or as indicated in the Contractor's proposal, whichever is greater.

Should the Contractor be obstructed or delayed in obtaining the vehicles because of changes in the work or by any default, act, or omission of the County, or inability to obtain materials, equipment, or labor due to Federal government restrictions arising out of the defense or war program, then the time of completion may be extended for such as may be agreed upon by the County and Contractor. If there is insufficient time to grant such extensions prior to completion date of this Contract, the County may, at the time of acceptance of final work, waive liquidated damages after hearing evidence as to the reasons for such delay and making a finding that such delay was due to any of the above.

b. On-Time Performance

In the event that the Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare) it is agreed that the County may, at its sole discretion, assess liquidated damages against the Contractor in the amount of \$500 per incident, up to a maximum of \$5,000 per month, if any of the following incidents occur after two substantiated incidents within a 60-day period:

- i. A Service trip departs in advance of schedule departure time at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- ii. A Service trip departs more than 5 minutes following the time set forth for departure at any designated time point, liquidated damages of \$500 per occurrence will be assessed.
- iii. A Service trip arrives at a timed stop 10 minutes before the next departure, liquidated damages of \$500 per occurrence will be assessed.

c. Service Vehicles Not Available

If specified number of regular Service Vehicles, not including backup, are not in service, the Contractor may be assessed the liquidated damages of \$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.

d. Complaints

In the event of any valid complaint, the Contractor may be assessed liquidated damages of \$250 per complaint, up to a maximum of \$1,000 per month. County and Contractor shall jointly determine which complaints are valid (i.e., as a result of Contractor's actions which could have reasonably been prevented). However, the final decision on validity of passenger complaints shall rest with the Contract Manager.

e. General Reporting

Contractor shall submit monthly reports with monthly invoice including ridership, on-time performance, driver logs, fuel data, maintenance, and safety in a form approved by County within 15 calendar days after the end of each month, unless Contract Manager approves more time. Liquidated damages of \$50 per report per business day may be assessed for late and/or incomplete reports.

f. National Transit Database Reporting

The Contractor shall submit NTD reports to both LACMTA and the Contract Manager no later than the dates required in Section O.2.i., National Transit Database Reports, in this Exhibit. Liquidated damages of \$100 per business day, up to a maximum of \$2,000 per month may be assessed for late and/or incomplete reports.

g. LACMTA Reaudit of Annual National Transit Database Report

If the Contractor's submitted annual NTD report and/or the Contractor's supporting data and records require a reaudit 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 reaudit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the Original Equipment Manufacture's (OEM) Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit K, Preventive Maintenance. If the Contractor fails to meet this standard the Contractor may be assessed liquidated damages of \$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month.

i. Daily Vehicle Inspection (DVI) Reports

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

j. Preventive Maintenance

Preventive Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit K. PMI documents must be submitted monthly with service invoice. Inspections shall never exceed the specified intervals by 500 miles or more. Failure to meet this standard 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.

k. Shutdown of Vehicles

If any Service Vehicle has been removed from Service as the result of an unsatisfactory rating by the CHP, the Contractor may be assessed liquidated damages of \$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month.

l. Deficient Vehicle Condition

In the event Contract Manager rejects any Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance, \$200 per day per vehicle in liquidated damages may be assessed until the condition is corrected to the satisfaction of Contract Manager. If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the

unavailability of parts, then Contract Manager may waive the liquidated damages until the parts are available.

m. Vehicle Emissions (Engine Smog or Smoke)

Each Service Vehicle shall fully comply with all applicable Federal, State, and local emissions rules, regulations, and requirements. If any Service Vehicle fails to pass a 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 citation, the Contractor shall be liable for the citation as well as liquidated damages. The Contractor shall notify the Contract Manager of having received a citation within one business day of receiving it and shall provide a timeline for preparing and submitting an action plan to verify and correct the deficiencies.

The Contractor shall 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, the Contract Manager may waive the liquidated damages.

If the Contractor does not submit any required smog check certificates to the Contract Manager bi-annually (every two years) within thirty (30) days after State vehicle emissions testing has been performed, the Contractor may be assessed \$200 in liquidated damages per Service Vehicle for which a smog check certificate was not submitted. The Contractor shall provide a Service Vehicle at no charge to the County if and when the County or Contractor takes a County Service Vehicle to have an emission check performed and/or make repairs to the Service Vehicle before passing an emission check.

n. Permanent Vehicle Rejection

In the event any Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition, Contractor may be assessed \$200 per day per vehicle in liquidated damages until vehicle is replaced with a vehicle that is satisfactory to the Contract Manager.

o. Incorrectly Set Destination Signs

In the event any Service Vehicle displays an incorrect destination sign while in service or if it fails to display the "Not In Service" sign when it is not in revenue Service, liquidated damages of \$25 may

be assessed for the first occurrence, \$50 for the second occurrence, and \$100 for each future occurrence within each contract year.

p. County Service Vehicle Warranty

If due to the Contractor's negligence of vehicle preventive maintenance program, as determined by the Contract Manager, any warranty coverage of the County Service Vehicle item (e.g., engine, transmission, air conditioning units, etc.) is lessened or invalidated, and/or warranty items are not covered due to neglect, liquidated damages of at least 50 percent of the cost to repair each item shall be assessed.

q. Off-Routing

If a regular scheduled Service Vehicle is identified as operating "off route", liquidated damages of at least \$200 per occurrence shall be assessed.

r. Controlled Substance and Alcohol Testing

The Contractor shall report results of random testing and other associated tests to the County on a quarterly basis on the form shown in Exhibit M. Such reports shall be submitted to the County within 15 days after the end of the quarter. Liquidated damages of \$50 per calendar day (including nonbusiness days, weekends, and holidays) may be assessed for late reports.

s. Maintenance Personnel

All maintenance on Service Vehicles shall be performed by ASE H-4 ASE Transit Bus Brake Test certified personnel and Section 609 of the Clean Air Act certified personnel as specified in this Exhibit. If maintenance personnel are not ASE H-4 ASE Transit Bus Brake Test certified or fail to obtain certification within 12 months of the date of hire or the start of the contract, whichever occurs last, and Section 609 of the Clean Air Act certified, liquidated damages of \$500 per maintenance employee per month may be assessed.

t. Trips Not Made

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

u. Non-ADA Service Vehicle

In the event the Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle, the Contractor may be assessed liquidated damages of \$500 for first occurrence and \$1,000 for each subsequent occurrence.

v. Violation of Storage and Maintenance Facilities

In the event that the Contractor is either performing maintenance and/or subcontracting maintenance in violation of this Exhibit's Section F, Storage and Maintenance Facilities, as determined by Contract Manager, the 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.

w. Storage of County Service Vehicles

If the Contractor fails to store County Service Vehicles in accordance with this Contract, the 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.

x. Implementation of E-mail and Internet Access

If the Contractor fails to implement Internet access and e-mail and/or 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 E, Equipment, the Contractor may be assessed \$100 in liquidated damages per business day after the deadline.

y. 24-Hour Emergency Contact

If the Contractor fails to return a call to the Contract Manager within one hour after being requested in accordance with this Exhibit's Section E.3, Communication Equipment, the Contractor may be assessed \$200 in liquidated damages per occurrence.

z. Unresolved Service 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 E.2, General Terms for

Transit Vehicles, the Contractor may be assessed liquidated damages. Liquidated damages in the amount of \$1,000 per week, up to a maximum of \$4,000 per month, 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.

aa. Service Vehicle Transfer Audit

At the discretion of the County, the Contractor may be required to transfer County Service Vehicles to another Service Contractor. The Contract Manager may schedule a pretransfer inspection and a transfer inspection. The Contractor assuming responsibility for the County Service Vehicles (New Contractor) shall conduct both inspections. The current Contractor shall have appropriate staff on-site to review work identified. It is the responsibility of the current Contractor to ensure that County Service Vehicles are in good mechanical condition and have good, clean appearances. The current Contractor must ensure that each vehicle's brakes and tires meet the minimum requirements specified in Exhibit K, Preventive Maintenance.

Any and all mechanical defects identified during the pretransfer and the transfer inspections are the responsibility of the current Contractor. PMI's shall be current. PMI records of County Service Vehicles are County property and are to be turned over to the New Contractor.

Liquidated damages in the amount of \$100 per County Service Vehicle per week may be assessed for PMI records that are not provided for any County Service Vehicle, beginning one week after the completion of the transfer of service.

Repairs identified during these inspections, not made by the current Contractor, shall be performed by the New Contractor. Outstanding PMI's shall also be performed by the New Contractor.

Contract Manager will review and validate repair costs (including internal and external body damage, preventative maintenance that was not performed as required and other vehicle repairs). To recover the cost of repairs and/or maintenance of County Service 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.

bb. 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, \$200 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.

cc. Personnel

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, at any time prior to or after execution of this Contract. In the event any key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County, liquidated damages in the amount of \$1,000 per staff member may be assessed.

dd. Timely Repairs to County-Provided service Vehicles

Contractor shall make every effort to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards. Repairs to County Service Vehicles shall be completed within a reasonable time frame. In the event any County Service Vehicle is removed from Service and remains out of service for 6 consecutive service days or 10 days within a 30-day period, the 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.

If Contractor has documentation indicating that the condition of the vehicle cannot be corrected due to the unavailability of parts or for reasons that are clearly beyond Contractor's control, then Contract Manager may waive the liquidated damages.

ee. 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.

ff. 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 \$100 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.

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

Z. Contractor's Quality Control Plan

The 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:

1. It shall specify the activities to be evaluated on either a scheduled or unscheduled basis, how often these evaluations shall take place and the title of the individual(s) who will be responsible for evaluating.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all evaluations conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. 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 1 and ending the following June 30.

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

Proposal. The written materials that a Proposer submits in response to 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 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. Contractor Performance Evaluation/Corrective Action Measures

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 or Subcontractor'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 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.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### SECTION 3

#### TERMINATIONS/SUSPENSIONS

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

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

B. Termination/Suspension for Convenience

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

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

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



perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor;  
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.
  - 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 \$50,000.00, 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 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, 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](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth 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.
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.
  - 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

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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 the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 14

DISPLACED TRANSIT EMPLOYEE PROGRAM

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

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

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

## Dean, Gloria

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**From:** Angela Ovalle <AOvalle@ceo.lacounty.gov>  
**Sent:** Thursday, May 15, 2014 4:39 PM  
**To:** 'Yanai, Mark'; Darensbourg, Charles  
**Cc:** Nguyen, Cung; Bryden, Russ; Dean, Gloria; Nino, Alan; Cadena, Robert  
**Subject:** FW: AB 1922 - LA River Corporation  
**Attachments:** Apr 29 2014.pdf; AB 1922\_Draft Amends.docx

FYI – response to SD 1, cc'd to Gary, Mark and Massood.

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**From:** Angela Ovalle  
**Sent:** Thursday, May 15, 2014 4:37 PM  
**To:** 'Villegas, Teresa'; 'Hildebrand, Gary'; Public Works - Mark Pestrella; 'Eftekhari, Massood'  
**Cc:** 'Englund, Nicole'; 'Grant, Terri'  
**Subject:** RE: AB 1922 - LA River Corporation

Hi Teresa – our office issued a pursuit of position on AB 1922 on April 29th after consulting with DPW about potential impact of the bill. Specifically we are supporting the bill if amended to:

- 1) reiterate that development of a greenway shall not result in a reduction of flood protection levels along rivers, such as the Los Angeles River, which includes facilities that are operated, managed, and/or maintained by a government agency;
- 2) ensure that, in cases where a greenway combines public and private lands, that public access to those lands must be legally authorized; and
- 3) ensure intergovernmental immunity in situations of overlapping jurisdictions.

DPW and County Counsel provided draft language for the requested amendments (please see attached). In addition, last week County Counsel, reps from DPW and I met with Assemblymember Gomez' office to discuss the bill and our concerns. Counsel specifically asked for clarification regarding the bill's intent as it relates to access to public land, maintaining the flood control district's ability to utilize and grant consent for access to property, and immunity concerns. We also noted that the bill cannot impact flood control facilities or lands that are restricted for a LAFCD purpose, and would be forwarding further amendments for PRC section 5846 (b).

Gomez' office acknowledged that they are still working through these issues and need to meet with all stakeholders (including the Army Corps and the rail interests). They asked that we provide further amendments to address these concerns to they can vet them through Legislative Counsel and the Senate policy committee (anticipating the bill will be voted out of the Assembly next week). County Counsel and DPW are finalizing those amendments now.

I've attached a copy of our pursuit of position as well as the initial draft of our requested amendments for your review.

Please let me know if you have further questions or suggestions for amendments.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2013)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

You must notify each employee who worked for you at any time during the year and from 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 2013 are less than \$51,567 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, 2014.

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.



# *Safely* Surrendered *Baby Law*

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

**No shame. No blame. No names.**

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

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



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

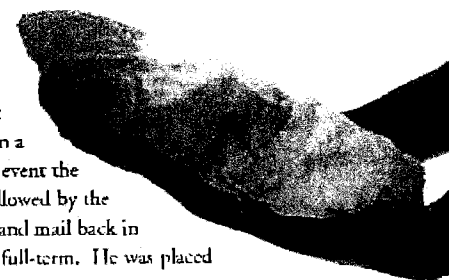
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



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

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

**Sin pena. Sin culpa. Sin nombres.**

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

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



# Ley de Entrega de Bebés Sin Peligro

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

*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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

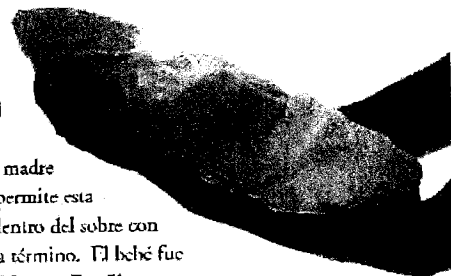
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## **Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

### **2.206.010 Findings and declarations.**

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

### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 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;

## EXHIBIT E

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.)



PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Permanent Service Vehicles	Delay in completing the delivery of permanent Service Vehicles by the Contractor.	\$100 per vehicle per day of operation or service day (Monday through Saturday, except holidays)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. On-Time Performance	Contractor fails to meet the on-time performance standards, as specified in Exhibit G (Service Route, Schedule, and Fare).	\$500 per incident, up to a maximum of \$5,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Service Vehicles Not Available	Specified number of regular Service Vehicles, not including backup, are not in service.	\$100 per vehicle per hour, up to a maximum of \$1,000 per vehicle per day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Complaints	Valid complaints.	\$250 per complaint, up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. General Reporting	Submit monthly reports with monthly invoice within 15 calendar days after the end of each month.	\$50 per report per business day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. National Transit Database Reporting	Late and/or incomplete reports.	\$100 per business day, up to a maximum of \$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.  
Page 1 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
		per month		
7. LACMTA Reaudit of Annual National Transit Database Report	Report submitted required a reaudit by LACMTA.	Amount equal to the cost charged to the County by LACMTA to perform the reaudit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Weekly Maintenance Inspections	Failure to meet Weekly Maintenance Inspection standard.	\$200 per Service Vehicle per Service day up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Daily Vehicle Inspection (DVI) Reports	Failure to perform a satisfactory DVI (pre-trip and post trip).	\$100 per Service Vehicle per Service day up to a maximum of \$1,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Preventive Maintenance	Failure to meet standard per the OEM or per Exhibit K.	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals or liquidated damages of \$500 per vehicle per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
11. Shutdown of Vehicles	Service Vehicle removed from Service as the result of an unsatisfactory rating by the CHP.	\$200 per day per vehicle, up to a maximum of \$1,000 per vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 2 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
12. Deficient Vehicle Condition	Rejection of Service Vehicle as a result of deficient mechanical condition or unacceptable vehicle appearance.	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Vehicle Emissions (Engine Smog)	Service Vehicle fails to pass a smog test, receives a complaint, or is cited for an engine emissions violation.	\$500 per Service Vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
14. Permanent Vehicle Rejection	Service Vehicle is rejected permanently by Contract Manager as a result of vehicle condition.	\$200 per day	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
15. Incorrectly Set Destination Signs	Any Service Vehicle displaying an incorrect destination sign.	\$25 for the first occurrence, \$50 for the second occurrence, \$100 for each future occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. County Service Vehicle Warranty	Any warranty coverage of the County Service Vehicles is lessened or invalidated, and/or warranty items are not covered due to neglect.	At least fifty percent of the cost to repair each item	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
17. Off-Routing	A regular scheduled Service Vehicle is identified as operating "off route".	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 3 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
18. Controlled Substance and Alcohol Testing	Report results of random testing and other associated tests to county on quarterly basis on form shown in Exhibit M. Submit the form the County within 15 days after the end of the quarter.	\$50 per calendar day for late reports	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
19. Maintenance Personnel	Training and/or ASE H-4 Transit Bus Brake test certified and Section 609 of the Clean Air Act certified as specified in Section K.5.	\$500 per maintenance employee per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. Trips Not Made	Scheduled trip is not made.	\$250 per trip, up to a maximum of \$2,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
21. Non-ADA Service Vehicle	Contractor replaces a Service Vehicle with a non-ADA-compliant Service Vehicle.	\$500 for the first occurrence and \$1,000 for each subsequent occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
22. Violation of Storage and Maintenance Facilities	Performing maintenance and/or subcontracting maintenance in violation specified in Section F, as determined by Contract Manager.	\$1,000 per Service Vehicle per Service day, up to a maximum of \$4,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 4 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
23. Storage of County Service Vehicles	Failure to store County Service Vehicles in accordance with this Contract.	\$200 per Service Vehicle per day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
24. Implementation of E-mail and Internet Access	Failure to implement Internet access and e-mail, use/maintain the system, train the personnel within the time periods allotted as specified in Section E.	\$100 per business day after the deadline	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. 24-Hour Contact	Failure to return a call to the Contract Manager within one hour after being requested in accordance with Section E.3.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
26. Unresolved Service Vehicle Claims	Settlement is not made within 90 calendar days of the date of loss.	\$1,000 per week, up to a maximum of \$4,000 per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
27. Service Vehicle Transfer Audit	Failure to provide PMI records for any County Service Vehicle, beginning one week after the completion of the transfer of service.	\$100 per County Service Vehicle per week	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Health, Safety, and Comfort	Wheelchair ramp/lift, air conditioning, and/or heating system failure while in service.	\$200 per day per vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager. Page 5 of 6

PERFORMANCE REQUIREMENTS SUMMARY

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

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
29. Personnel	Key management personnel are removed or reassigned prior to or after execution of this Contract without prior written notice and consent by County.	\$1,000 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Repairs to County-Provided Service Vehicles	Failure to repair County Service Vehicles in a timely manner to maintain proper operating and appearance standards.	\$200 in per Service Vehicle per Service day, up to a maximum of \$2,000 per Service Vehicle per month	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
31. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	Equal to the fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
32. AVL Devices	If the AVL device is damaged, removed, lost, or stolen.	\$100 per AVL device per Service day after the two-week period following date of loss/damage until the AVL device is replaced	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

**SERVICE ROUTE, SCHEDULE, AND FARE**

**Florence-Firestone/Walnut Park Shuttle**

**Days and Hours of Service:** Monday through Friday from 7 a.m. to 6 p.m. and Saturday from 9 a.m. to 6 p.m.

**Holidays with no Service:** The six holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 60 minutes.

**Fare Structure:** The cash fare is \$0.25 per trip. We also accept as paid fare Metro and EZ passes. Seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

**Number of Service Vehicles:** Two

**Key Destinations Served:**

- Roosevelt, Col. Leo H. Washington, and Bethune Parks
- Graham and Florence Libraries
- La Alameda Shopping Center
- Metro Blue Line

**SERVICE ROUTE, SCHEDULE, AND FARE**

**Baldwin Hills Parklands Shuttle**

**Days and Hours of Service:** Saturday, Sunday, and holidays from 8 a.m. to 6 p.m.

**Holidays with Service:** The ten holidays with service are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

**Service Frequency:** The service frequency is 60 minutes.

**Fare Structure:** The cash fare is \$0.25 per trip. We also accept as paid fare Metro and EZ passes. Seniors (ages 60 and over), children under age five and persons with disabilities are able to ride for free.

**Number of Service Vehicles:** One

**Key Destinations Served:**

- Baldwin Hills Scenic Overlook
- Kenneth Hahn State Recreation Area
- Metro Expo Line



# Baldwin Hills Parklands Shuttle / Microbús

Departure Time /  
Hora de Salida

## Route / Ruta A

- La Cienega - Jefferson :00 :20 :40  
(Metro Bus Stop adjacent to Expo Station)
- Baldwin Hills Scenic Overlook :07 :27 :47

Departure Time /  
Hora de Salida

## Route / Ruta B

- Baldwin Hills Scenic Overlook :07 :27 :47
- Kenneth Hahn State Recreation Area :14 :34 :54

Departure Time /  
Hora de Salida

## Route / Ruta C

- Kenneth Hahn State Recreation Area :14 :34 :54
- La Cienega - Jefferson :20 :40 :00  
(Metro Bus Stop adjacent to Expo Station)

Service every 20 minutes / Servicio cada 20 minutos

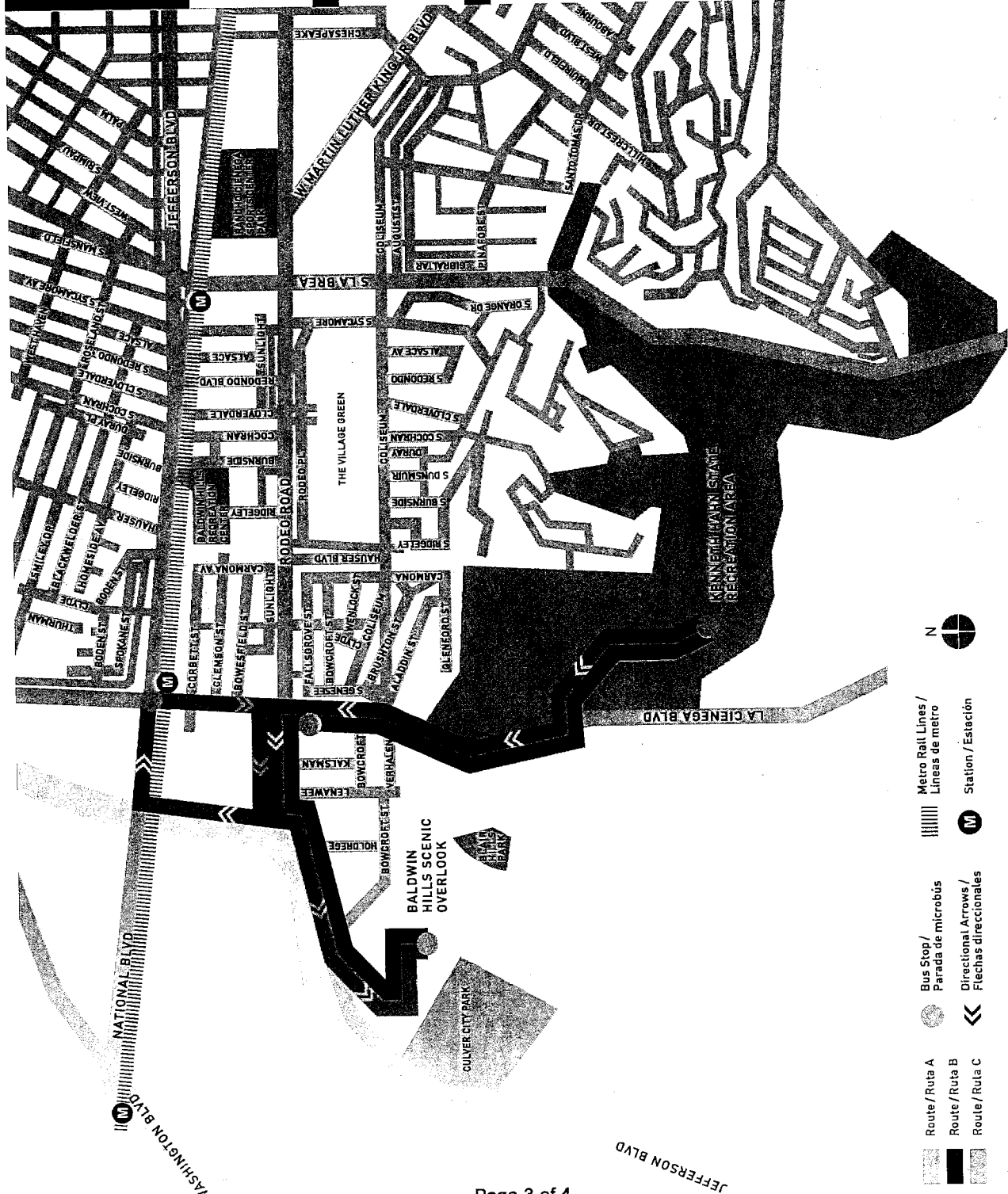
**BUSES OPERATE SATURDAY, SUNDAY**  
and the following holidays:

New Year's • Martin Luther King Jr. Day  
President's Day • Memorial Day • Independence Day  
Labor Day • Columbus Day • Veterans Day  
Thanksgiving Day • Christmas Day

## EXHIBIT G

**SE PROVEE SERVICIO SABADO Y DOMINGO**  
Y los siguientes días festivos:

Año Nuevo • Día de Martin Luther King Jr.  
Día de los Presidentes • Día Conmemorativo  
Día de Independencia • Día del Trabajo  
Día del Descubrimiento • Día de los Veteranos  
Día de Acción de Gracias • Día de Navidad



# Florence-Firestone/ Walnut Park Shuttle/ Microbús

Departure Time /  
Hora de Salidas

Clockwise

- Maie - Firestone :00
- Central - 79th :05
- Gage - Hooper :10
- Florence - Miramonte :15
- Florence - Roseberry :20
- Mountain View - Cudahy :25
- Firestone - Fir :30
- 92nd - Fir :35
- Maie - Firestone :40

Departure Time /  
Hora de Salida

Counter Clockwise

- Maie - Firestone :00
- 92nd - Bandera :05
- Firestone - Fir :10
- Mountain View - Cudahy :15
- Florence - Alameda :20
- Florence - Miramonte :25
- Gage - Compton :30
- Central - 76th :35
- Maie - Firestone :40

Service every 60 minutes / Servicio cada 60 minutos

## BUSES OPERATE MONDAY TO SATURDAY

Except for the following holidays:

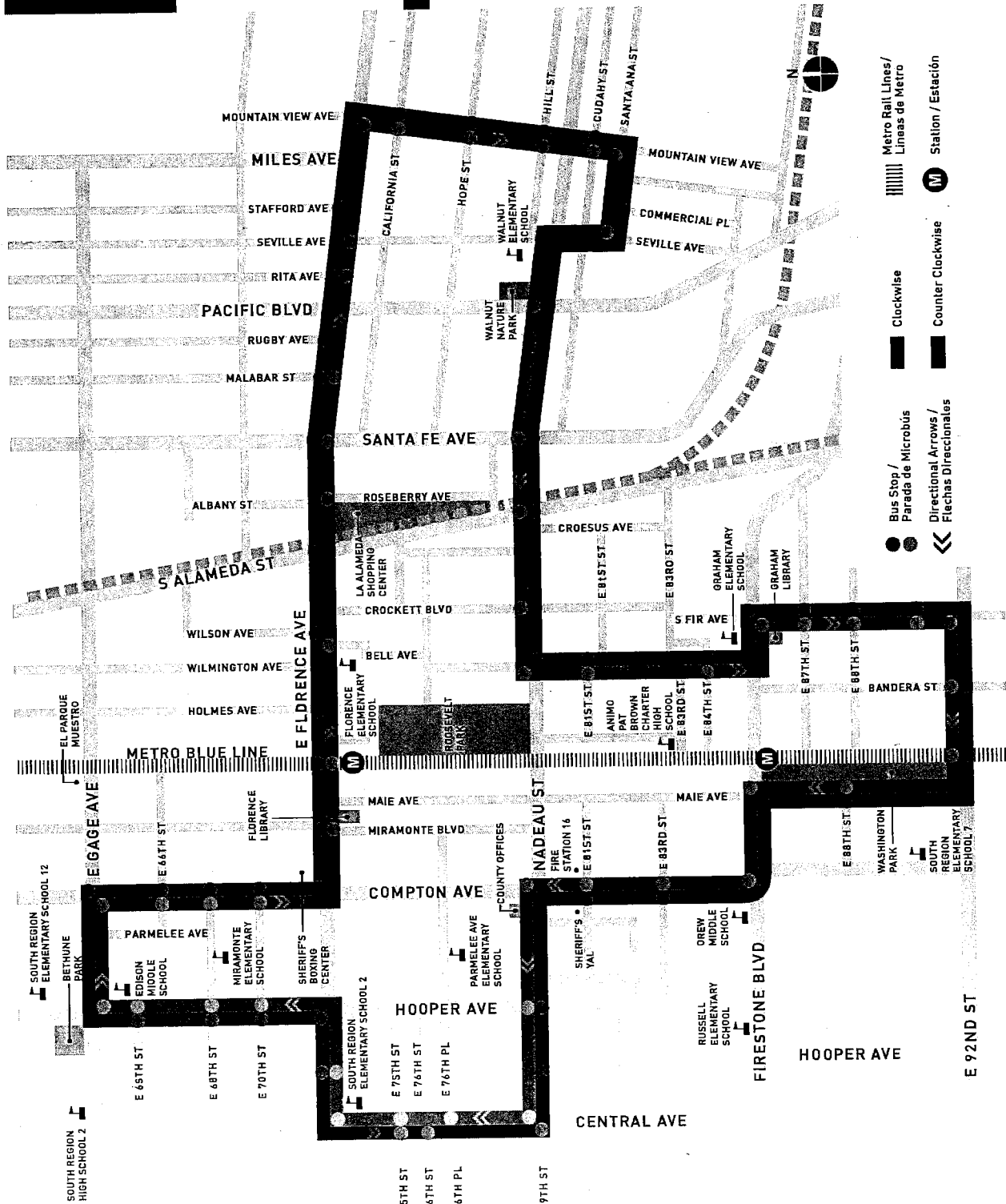
New Year's • Memorial Day • Independence Day  
Labor Day • Thanksgiving Day • Christmas Day

## SE PROVEE SERVICIO DE LUNES A SÁBADO

No hay servicio en los siguientes días festivos

Año Nuevo • Día Conmemorativo • Día de  
Independencia • Día del Trabajo • Día de  
Acción de Gracias • Día de Navidad

## EXHIBIT G



COUNTY-PROVIDED SERVICE VEHICLES SPECIFICATIONS

NO COUNTY- PROVIDED SERVICE VEHICLES ASSIGNED TO THIS SERVICE AT  
THIS TIME

## CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

### Minimum Vehicle Requirements

#### Section I

- Vehicle must not have reached its Altoona life
- 2009 or newer standard 25-ft Class 3 vehicle
- Propane (LPG), or Compressed Natural Gas (CNG)
- Minimum 14,000 LB GVWR
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- 159 to 178 inch wheelbase
- Four-Wheel Disc Brakes
- 20- or 16-passengers with two-wheelchair positions
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system
- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements
- ADA-compliment securement system for two-wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit
- Outside signage
- Fare box

#### Section II

- If Section I vehicle type is not available, then gasoline-powered cutaway vehicle may be used in substitution.
- 2009 or newer, standard 25-ft Class 3 vehicle
- 20 passengers or 16 passengers with two-wheelchair positions
- Minimum 14,000 LB GVWR
- 159- to 178-inch wheelbase
- Four-Wheel Disc Brakes, 14.75' diameter
- 7,000 lbs. front axle (GAWR)
- 10,000 lbs. rear axle (GAWR)
- Spring suspension front and rear (option for rear air)
- Vertical stanchions throughout perimeter seating
- 86,000 BTU passenger area air-conditioning system

## EXHIBIT I

- 24,500 BTU driver area air-conditioning system
- 35,000 BTU passenger area heater
- Passenger pull cord system
- "Stop Requested" sign
- Backup alarm
- Ricon model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift-pad kit, platform lighting, meeting all ADA requirements, or Director approved equal.
- ADA-compliant securement system for two- wheelchair passengers
- 10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit, body fluid kit
- Outside signage
- Fare box

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**SERVICE VEHICLE APPEARANCE/CLEANLINESS CHECKLIST**

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

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

<b>EXTERIOR</b>	<b>VERY GOOD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>
Windshield	_____	_____	_____
Windows	_____	_____	_____
Body-Front and Sides	_____	_____	_____
Body-Rear	_____	_____	_____
Fuel Filter Area	_____	_____	_____
Wheels	_____	_____	_____
Rubber/Vinyl Parts	_____	_____	_____
Destination Sign Area	_____	_____	_____
<b>INTERIOR</b>			
Entry/Driver Area	_____	_____	_____
Windshield	_____	_____	_____
Floor/Aisle	_____	_____	_____
Seats	_____	_____	_____
Seat Backs	_____	_____	_____
Windows	_____	_____	_____
Lift or Exit Door Area	_____	_____	_____
Sidewall Panels	_____	_____	_____
Modesty Panels	_____	_____	_____
Stanchions/Grab Rails	_____	_____	_____
Information Display Area	_____	_____	_____
Schedule Holder(s)	_____	_____	_____
Subtotal	_____	_____	_____
Total	_____	_____	_____
<b>OVERALL RATING</b>	_____	<b>VERY GOOD</b>	
	_____	<b>ACCEPTABLE</b>	
	_____	<b>UNACCEPTABLE</b>	

## 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 K**

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 G, Vehicle and Equipment Maintenance; Subsection 4, Daily Pre-Trip and Post-Trip Vehicle Inspection and Servicing; Section O, Service Records and Reports; Subsection 2.c, Daily Pre-Trip Service Vehicle Inspection Reports.



## EXHIBIT K

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 performed at least every seven 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 "backup" alarm and safety device operation.
  - Check condition and mounting of fire extinguisher, first aid kit, bodily fluids kit(s), and wheel chair tie downs and record.
  - Check operation of all doors.
  - Check wheelchair lift operation.
  - Check wheelchair lift interlock operation.
  - Check operation of all emergency escape windows and alarms.
  - Check windshield wiper and windshield washer operation.
  - Check and record AC system operation effectiveness.
  - Check under vehicle for any fluid leaks.
  - Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
  - Check cleanliness and condition of vehicle interior.

## EXHIBIT K

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, and clean or replace air compressor filter.

## EXHIBIT K

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

## EXHIBIT K

- Inspect fire extinguisher.
- Inspect other vehicle safety devices/equipment.
- Inspect wiper, washer operation, and 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 (nondiesel 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.

## EXHIBIT K

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).
- Recharging 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

## EXHIBIT K

- 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.

## EXHIBIT K

Miscellaneous seals and gaskets that have a replacement requirement as part of the PMI Service schedule.

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

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

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

### SECTION 2. OIL ANALYSIS

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

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

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

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

The Contractor shall provide or shall cause to have provided to the Contract Manager a copy of each analysis generated within one business day after results of said analysis are known or returned to Contractor by the oil analysis vendor.

### SECTION 3. RECORDS

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

## EXHIBIT K

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.
- Tires with less than 5/32 of an inch 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 as specified by OEM. Brake drums and/or rotors shall not be excessively worn, grooved or discolored from excessive heat. Drums and rotors shall be within their manufacturer's acceptable use guidelines.
- If any brake shoes, brake pads, drums, and/or rotors do not meet the minimum standards listed above, the items will be replaced and the cost to repair or replace any of these components will be deducted from the Contractor's final invoice(s).

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**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

## EXHIBIT M

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.

## EXHIBIT M

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. Nondiscretionary, 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.

## EXHIBIT M

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

## EXHIBIT M

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

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

Prepared By

Date



TRANSIT SECURITY PLAN

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(To be provided by the Contractor)



**MV TRANSPORTATION, INC.**

March 31, 2014

Mr. Eric Fong, Contract Analyst  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803

Dear Mr. Fong:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to the County of Los Angeles Department of Public Works Request for Proposal Number 2014-PA016 for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services. I am hopeful that MV's demonstrated breadth of experience and tenure in the industry offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan is contained herein. This plan follows MV's guiding management philosophy that service quality need not have a direct relationship to operating cost; rather it is created from a positive work environment that supports proactive employee relations and professional development.

MV well understands the scope of work to be accomplished. MV will provide all aspects of the operations and maintenance of these shuttle services. For Scenario A, MV will provide the entire vehicle fleet. For Scenario B, MV will use the County provided vehicles and will provide the spare vehicle. In addition, MV will provide the radio equipment and operational facility. MV currently provides service for Los Angeles County and throughout Southern California. The Company has demonstrated its ability to meet the County's expectations regarding service quality and efficiency and will provide excellent service quality for the Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services.

Mr. Justin Pate (Vice President) is your primary contact for this procurement; he and I are authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. Justin can be reached any time of day at 214.662.0499 (phone) or [justin.pate@mvtransit.com](mailto:justin.pate@mvtransit.com) (email). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at 623.340.3209 (phone) or [joe.escobedo@mvtransit.com](mailto:joe.escobedo@mvtransit.com) (email). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688. MV acknowledges receipt of Informational Update 1 dated March 27, 2014.

Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services. We look forward to working with you throughout this procurement.

Sincerely,

W.C. Pihl  
Executive Vice President

## Unconditional Satisfaction Guaranteed Warranty



MV Transportation is pleased to provide the following unconditional warranty to the County of Los Angeles Department of Public Works. In the event MV is selected to provide services pursuant to the County Request for Proposals for Florence-Firestone / Walnut Park and Baldwin Hills Shuttle Services, in addition to any contractual warranties and remedies that the County is entitled to under the contract, MV will warrant its service as follows:

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



Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

**1. Title Page**



*PROPOSAL TO*

**County of Los Angeles  
Department of Public Works**

*FOR*

**Florence-Firestone/Walnut Park  
and Baldwin Hills Shuttle Services  
– 2014-PA016**

**Dated: April 2, 2014**

**SUBMITTED TO:**

**County of Los Angeles  
Department of Public Works**  
Mr. Eric Fong, Contract Analyst  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: 626.458.4077

**SUBMITTED BY:**

**MV Transportation, Inc.**  
*and all subsidiaries, joint ventures,  
partnerships and affiliates*  
Mr. Justin Pate, Vice President  
479 Mason Street, Suite 221  
Vacaville, CA 95688  
Telephone: 214.662.0499

*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.  
MV is an Equal Employment Opportunity/Affirmative Action Employer.*





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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### **3. Letter of Transmittal**

Please refer to the pages preceding this proposal for MV's letter of transmittal.

### **4. Support Documents for Corporations and Limited Liability Companies**

MV Transportation, Inc. was incorporated in the state of California on December 18, 1978.

#### **Required Documentation**

Please see a copy of MV's Certificate of Good Standing with the State of California and the most recent Statement by Domestic (or Foreign) Stock Corporation as filed with the California Secretary of State in the appendix of this proposal, as required by the RFP.

#### **List of Corporate Officers**

R. Carter Pate, Chief Executive Officer  
Kevin A. Klika, President / Chief Operating Officer  
Brad Cornelsen, Chief Financial Officer and Treasurer  
Lisa Winston Hicks, Corporate Secretary and General Counsel  
Patricia McArdle, Assistant Corporate Secretary  
Cristina Russell, Assistant Corporate Secretary  
Amy Barry, Assistant Corporate Secretary





## 5. Experience

### a. Background

#### About MV Transportation, Inc.

##### *The MV Story – an American Success*

MV Transportation, Inc. was founded in 1975, in the San Francisco Bay. The owners and original founders, Feysan and Alex Lodde, formed an agreement with the City of San Francisco to provide transportation to persons with disabilities.

The Loddes acquired three vans and pioneered transportation of persons with disabilities in the Bay Area 15 years in advance of the historic passing of the American with Disabilities Act into law in 1990. Over the next two decades the company grew from a local company to a national multimodal transportation provider. In total, MV Transportation, Inc. and its subsidiaries have been providing transportation services for 58 years.



Feysan Lodde, Founder (1975)

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

Today, the company remains the nation’s largest American-owned passenger transportation company. The MV name represents MV Transportation, Inc. and its affiliates, which include MV Public Transportation, Inc., MV Contract Transportation, Inc.; MVT Canadian Bus, Inc.; and Reliant Transportation, Inc.

#### ***Company Size and Statistics (As of January 2014)***

**Number of Employees:** 16,822

**Number of Vehicles:** 9,547







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<b>2013 Revenue:</b>	\$1,008,401,900 (unaudited)
<b>Number of Contracts:</b>	217
<b>Number of Locations:</b>	146 (28 states and Washington D.C.; 2 Canadian Provinces; and Eastern Province, Saudi Arabia)

### ***Success and Accolades***

MV has been recognized by industry associations, community organizations, and businesses across the U.S. for its successful operations. In recent years, the company has been recognized for its part in the development of local minority owned, women owned, and small businesses.

In the fall of 2013, its customer, the Greater Orlando Aviation Authority, recognized MV as the 2013 Small Business Advocate of the Year. This honor recognizes MV's commitment to promoting small businesses.

In Houston Texas, MV is actively involved as a mentor for the Interagency Guiding Protégés to Success Program (IGPS). This joint venture of the Metropolitan Transit Authority of Harris County (METRO), the City of Houston, the Houston Independent School District, and the Port of Houston Authority builds meaningful relationships between established companies like MV and local small businesses, as well as minority owned and women owned businesses.

In 2007, the Conference of Minority Transportation Officials (COMTO) selected MV as the Corporate Citizen of the Year. MV also received the prestigious MSVP Quality Excellence Award for the Microsoft Corporation for its shuttle work in Redmond, Washington. Additionally, Inc. Magazine featured MV in its List of America's Fastest Growing Companies, and Black Enterprise Magazine B.E. included MV in its 100 list for eight consecutive years.



### ***Customer Profile***

MV and its affiliates contract with cities, counties, special-purpose districts (both chartered and governmental), federal agencies, as well as private companies to





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provide customer-focused passenger transportation services. The company's history of satisfied customers and solid financial backing demonstrates its reliability and stability as a strong corporate partner. Further, the organization's dedication to serving the transportation needs of individual communities is evident in its operations and manifests in a myriad of functional approaches that promote customer care, leverage new technologies, recognize best practices, and control operating costs.

While each of MV's customers differ in size, service mode, scope, fleet composition, and operating environment, each trust MV to provide safe, reliable, professional transit service. Those customers with operations most similar to those of the County are listed as references.

### **Breadth of Experience**

MV offers effective solutions in passenger transportation to cities, counties, transit agencies and private companies. Its breadth of experience encompasses fixed route, flex route, shuttle service, commuter service, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including bus maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance, among many other services common to transit contracts.

### **Fixed Route, Flex Route, and Shuttle**

MV operates more than 140 contracts in North America that have either fixed route, flex route, commuter bus, and/or shuttle components. Its scope of operations comprise Fairfax County's CONNECTOR service, Orange County Transit Authority's (OCTA) Express Bus and Stationlink services, and the RTC of Southern Nevada's Fixed Route services in Las Vegas, Nevada. Within the Southern California/greater Los Angeles Metropolitan area alone, MV operates more than 700 fixed route transit buses, and provides more service than any other contractor on behalf of the Los Angeles Department of Transportation (LADOT).





### ***Fleet Maintenance***

Approximately 80 percent of MV's contracts, and nearly all contracts where MV operates more than 50 buses, require that the company manage and maintain its fleet maintenance operations. The company's maintenance program, developed based on industry best practices, in conjunction with MV's skilled maintenance professionals continue to protect and extend the life of the transit fleets the company operates. Operating in areas of severe and unpredictable weather events (including Las Vegas, Anchorage, Denver, Houston, and Orlando) and within challenging operating environments (New York City's Five Boroughs, the Washington, D.C. metropolitan area, and the Dallas-Fort Worth Metroplex), MV has unparalleled maintenance capabilities.

### ***Transportation Technologies and Intelligent Transportation Systems***

MV surpasses its competition in the management of ITS programs. The company is familiar with nearly all transit technologies available to public transit systems and is experienced in both their implementation and use.

The company's chief technology officer is the original programmer of the PASS product offered by Trapeze Software, and since joining MV in 2003, has created a host of technology tools to monitor and manage transit services of all sizes and modes. Additionally, the company's subsidiary, MV Transportation Technologies, Inc. is the developer and proprietor of TimePoint Software, a state-of-the-art AVL solution deployed in more than 20 of MV's operating locations.

### ***ADA Compliance***

The Americans with Disabilities Act (ADA, PL 101-336) is a non-discrimination, civil rights statute. It was enacted by Congress to address a wide range of barriers to full participation in society that had long been experienced by persons with disabilities, and was signed into law by President George H. W. Bush on July 26, 1990. According to the statute, the Department of Justice (DoJ) was given primary responsibility for developing and enforcing regulations to carry out the intent of the ADA, while the Equal Employment Opportunity Commission (EEOC) and the Department of Transportation (DOT) were assigned responsibility over their specific areas of jurisdiction within the Executive Branch of government.

The regulations developed by DOT were the result of a unique interactive collaboration between representatives of the transit industry and disability advocates, through a mechanism known as a Federal Advisory Committee (sometimes called





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the FACA). Through lengthy discussion and debate, all “sides” involved were able to recommend provisions to DOT that complied with the law and that “everyone could live with.”

As DOT explained in its Final Rule to implement the ADA (56 FR 173, page 45601, September 6, 1991), complementary paratransit was envisioned as truly an alternative, and necessary, to fixed route, rather than a preferred mode of travel. The notion of comparability to fixed route has always been critical:

*The ADA is a civil rights statute, not a transportation or social service program statute. The ADA clearly emphasizes nondiscriminatory access to fixed route service, with complementary paratransit acting as a “safety net” for people who cannot use the fixed route system. Under the ADA, complementary paratransit is not intended to be a comprehensive system of transportation for individuals with disabilities.*

As one disability group representative suggested during the Advisory Committee meetings, the ADA is intended simply to provide to individuals with disabilities the same mass transportation opportunities everyone else gets, whether they be good, bad, or mediocre.

*We emphasize that the ADA and this rule set no ceilings on the service that local entities may provide. ... Such additional service, provided as a matter of local discretion, is very desirable. The rule points out, however, that since it is not mandated by the ADA, its costs cannot be regarded as financial burdens of ADA compliance.*

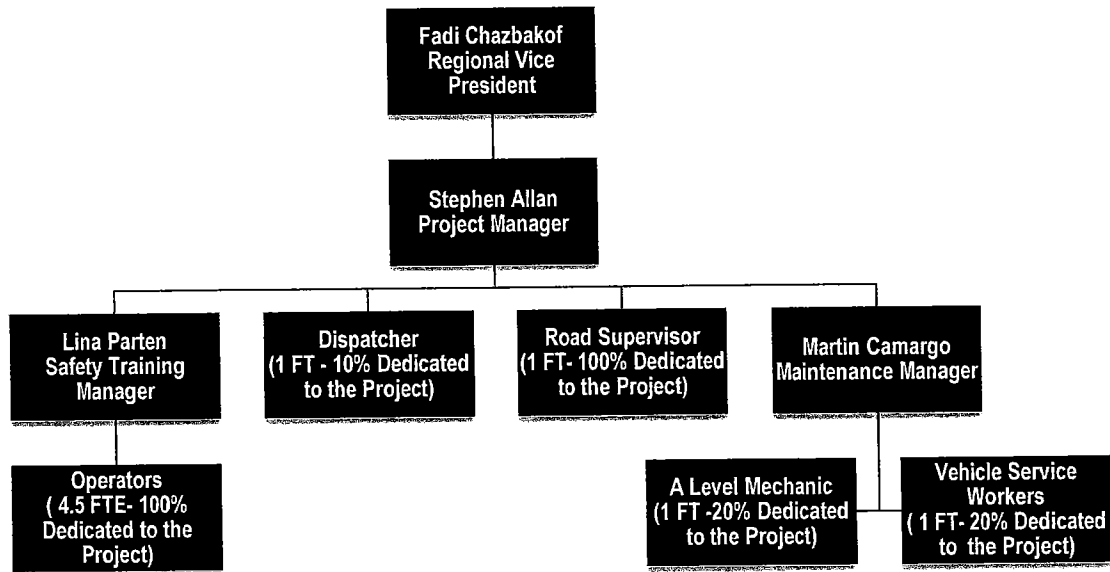
For more than 24 years, these regulations have been widely understood and largely unchanged – a remarkable feat considering the contentiousness encountered on all sides when the previous “504” regulations were enacted and almost constantly litigated.

MV offers a balanced approach that emphasizes customer service and fiscal prudence, in addition to the formalities of “compliance.”





## b. Organization



## c. Roles and Qualifications

Resumes for its team listed below are provided following this section of the proposal. Regarding resume of the firm, MV has extensive experience operating shuttle services across the country and understands the County's expectations of professionalism and reliability. Please refer to the summaries in section **Error! Reference source not found.**, **Error! Reference source not found.** which highlight several operations similar in scope to the County's shuttle services. Proposal section 17. *Additional Information*, also contains letters from MV customers attesting to the quality of the company's service.

In addition, please refer to Section 5.d below for key staff experience providing similar service.

### ***Principals Specific to the County's Service***

Fadi Chakbazof, Regional Vice President

### ***Managing Employees***

- Stephen Allan, Project Manager





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- Martin Camargo, Maintenance Manager
- Lina Parten, Safety and Training Manager

**On-Site Supervisor**

- Stephen Allan, Project Manager

**Other Key Staff**

- Hector Vargas, Director of Safety
- Kenneth Pouncey, Director of Maintenance

**Subcontractors**

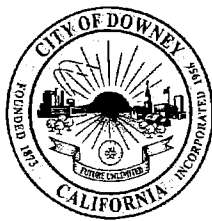
MV has no proposed subcontractors.

**d. Length and Quality of Experience**

**Experience in Similar Services**

MV has extensive experience operating fixed route and shuttle services across the country and understands the County's expectations of professionalism and reliability.

**DowneyLINK and Dial-A-Ride, City of Downey (Downey, CA)**



MV began operating DowneyLINK public fixed route service for the City of Downey in 2002, and was awarded its Dial-A-Ride service in 2007, along with a second contract term for the DowneyLINK. The DowneyLINK operates within the City on four routes. For this fixed route service, MV uses seven 32 foot propane-fueled Eldorado T-Mark vehicles.

Traveling over 190,000 miles annually and transporting more than 269,000 passengers, MV delivers this much-needed service as a long-standing member of the Downey community.

The Dial-A-Ride is an advanced-reservation, shared-ride service available to seniors and persons with disabilities that prohibit the use of the fixed route service. MV coordinated with the City to accommodate the service's operator shortage and has been providing this service with the City since its inception. Service is delivered with a fleet of seven propane vehicles.





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MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of DowneyLINK Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Martin Camargo	Maintenance Manager	12 Years
Lina Parten	Safety and Training Manager	8 Years
Hector Vargas	Director of Safety	7 Years
Kenneth Pouncey	Director of Maintenance	8 Years

Please contact Mr. Thad Phillips, Director of Community Services, at (562) 904-7236 and [tphillips@downeyca.org](mailto:tphillips@downeyca.org), as a reference for MV's performance on this contract.

**King Medical Center Shuttle (Alhambra, CA)**

MV has provided the County of Los Angeles' King Medical Center Shuttle since June 2011. Here, MV operates three propane-fueled 2008 El Dorado Chevy 4500 30 foot vehicles. MV provides all aspects of the operations and maintenance of this shuttle service. MV uses the County-provided vehicles and provides the spare vehicle and radio equipment. In addition, MV provides the operational and maintenance facility located at 7209 Rosecrans Paramount, CA. The King Medical Shuttle provides local bus service between the Kenneth Hahn Shopping Plaza, the Martin Luther King, Jr. Hospital, and the joint Metro Rail Blue and Green Line Stations.

MV's proposed staff for Los Angeles County's Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing King Medical Center Shuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	3 Years
Martin Camargo	Maintenance Manager	3 Years
Lina Parten	Safety and Training Manager	3 Years
Hector Vargas	Director of Safety	3 Years
Kenneth Pouncey	Director of Maintenance	3 Years

Please contact Mr. John Zeigler, Assistant Transit Analyst, at (626) 458-5914 and [jzeigler@dpw.lacounty.gov](mailto:jzeigler@dpw.lacounty.gov), as a reference for MV's performance on this contract.





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***iShuttle, City of Irvine (Irvine, CA)***

MV has provided the iShuttle shuttle service for the City of Irvine since 2008. Designed to improve passenger mobility throughout the Irvine community, this fixed route service connects commercial and residential Irvine locations to Metrolink train stations, with major destinations including the John Wayne Airport, Irvine Business Complex, and the Irvine Spectrum arena.



MV operates and maintains a mixed fleet of 20 CNG vehicles, which are equipped with automatic passenger counters to assist with passenger data collection. MV uses its proprietary TimePoint system to track on-time performance, vehicle location, and to evaluation live and historical system performance. The vehicles are also equipped with video monitors, which connect with the TimePoint system to display advertising based on GPS coordinates. This dynamic advertising strategy generates additional revenue for the City.

The first and only operator of this service, MV was recently awarded a new contract in March 2013, and is currently in its second contract term with the City.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing iShuttle Operation
Fadi Chakbazof	Regional Vice President	2 Years
Stephen Allan	Project Manager	6 Years
Hector Vargas	Director of Safety	4 Years
Kenneth Pouncey	Director of Maintenance	6 Years

Please contact Ms. Amelia Jennings, Transit Program Administrator, at (949) 724-6288 and [ajennings@ci.irvine.ca.us](mailto:ajennings@ci.irvine.ca.us), as a reference for this contract.

***Go West, City of West Covina (West Covina, CA)***

Starting March 2014, MV began operating the City of West Covina’s fixed route and paratransit services. The service is provided with 11 vehicles using propane and CNG fuel.



The fixed route operation is a general public service consisting of







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three routes. The City’s Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities. It is a reservation-based, curb-to-curb service operating within West Covina city limits and portions of Los Angeles County.

MV was chosen by the City of West Covina based on its proposal to improve customer service through enhanced training programs, the implementation of Trapeze and DriveCam, and innovative programs.

MV’s proposed staff for Los Angeles County’s Shuttle Services length and quality of experience with this similar operation:

Name	Title	Years Managing City of West Covina Operation
Fadi Chakbazof	Regional Vice President	Less than 1 Years
Stephen Allan	Project Manager	Less than 1 Years
Martin Camargo	Maintenance Manager	Less than 1 Years
Lina Parten	Safety and Training Manager	Less than 1 Years
Hector Vargas	Director of Safety	Less than 1 Years
Kenneth Pouncey	Director of Maintenance	Less than 1 Years

Please contact Mr. Chris Freeland, Deputy City Manager/Community Director, at (626) 939-8402 and [chris.freeland@westcovina.org](mailto:chris.freeland@westcovina.org) as a reference for MV’s performance on this contract.

**e. Compliance with Minimum Mandatory Requirements**

MV meets the following requirements as listed in Part I, Section 1.B. of the RFP:

- **Minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses (Proposer):** MV has 12 years’ experience and far exceeds the County’s requirement.
- **Minimum 3 years of experience in in providing same or similar fixed route service to government or social service agency using propane-powered, heavy duty, low floor, 29 feet or longer transit buses (Project Manager):** Mr. Stephen Allan has 6 years of experience.
- **Minimum 3 years of experience in maintaining propane-powered, heavy duty, low floor, 29 feet or longer transit buses (Maintenance Manager):** Mr. Martin Camargo has 13 years of fleet maintenance experience.
- **Proposer’s Satisfactory CHP Reports of the proposed maintenance facility to be used for this contract for the prior 13-month inspections:** MV has an exceptional CHP record at its proposed Paramount, CA facility..





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- **Spare Vehicle:** MV will provide spare vehicle that meets County requirements.
- **Class B (with “P” endorsements) Driver’s License:** MV has submitted copies of all required licenses, pursuant to Form PW-20.
- **ASE Certification in H-4 Transit Bus Brake Test:** All MV maintenance personnel assigned to the contract will provide proof of said certification within 12 months of contract start date or date of hire whichever occurs last.
- **Mobile Air Conditioning Society Certification or Equivalent:** MV has included the ASE certification for Heating, Ventilation, & A/C with the resume of maintenance manager Martin Camargo.

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

**f. Compliance with Experience Requirements of Firm**

Please refer to the following table for documentation of MV’s minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years’ MV Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32’	Propane	12	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30’	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32’	Propane	9	7
LADOT Package 5b	2005-2013	EIDorado E-Z Rider	2001	30’	Propane	8	14

**g. Compliance with Experience Requirements of Project Manager**

Please refer to the following table for documentation of MV’s project manager’s minimum three years’ experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor,





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29 feet or longer transit buses. Mr. Allan has operated these services in the capacity as project manager since 2008 and exceeds the minimum 3 years' experience.

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**h. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV's maintenance manager's minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Camargo has overseen Paramount maintenance operations since 2001 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	Since 2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7



# Resumes

# Stephen Allan

## Project Manager

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*Mr. Stephen Allan is MV's proposed project manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Oversee multiple transportation contracts
- Mentor staff and monitor staff performance
- Responsible for MV's union relationship with Teamsters Local 848
- Addresses union grievances
- Work closely with project managers on a daily basis to ensure service is running efficiently
- Work closely with maintenance managers to ensure vehicles are maintained to standards
- Work with operations staff to ensure all safety standards are met
- Member of MV's Location Safety Committee

Provides fixed route service to the following government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

Also provides oversight of the following contracts

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaway Vehicles
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
City of Whittier DAR	14 Buses	Unleaded	Cutaway Vehicles
City of La Mirada DAR	10 Buses	CNG/ Unleaded	Cutaway Vehicles
City of Irvine iShuttle	17 Buses	CNG	Cutaway Vehicles
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles

# Stephen Allan

## Project Manager

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### **General Manager, Super Shuttle (Orange County, CA)** **1998 to 2007**

- Responsible for the airport operations and management of the Disney Cast Shuttle Program
- Worked with airport landside operations and curb operations
- Oversaw accounting functions including payroll, AP/AR, and subcontractor billing
- Mentored staff, assisting every department with daily operations

### **President/Franchise Owner, Super Shuttle (Orange County, CA)** **1994 to 1998**

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

### **General Manager, Super Shuttle (Los Angeles, CA)** **1991 to 1994**

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

### **Accountant/Payroll, Super Shuttle International (Los Angeles, CA)** **1986 to 1991**

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

### **Accountant, 24-Hour Airport Express (La Habra, CA)** **1986 to 1991**

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

## **Education and Training**

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### **Cal State University Fullerton** **1986**

- Bachelor of Arts – Business Administration

# Martin Camargo

## Maintenance Manager

*Mr. Martin Camargo is MV's proposed maintenance manager for the County of Los Angeles Shuttle Services.*

### Experience

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

- Responsible for quality assurance of all shop employee work, including 10% re-rack program
- Diagnose engine and drivability issues
- Responsible for labor scheduling and planning in shop; improved mechanic productivity, and efficiency
- Ensure proper maintenance and care of on board technology including MDTs, DriveCam, radio systems, and security camera systems
- Administer Trapeze EAM maintenance management software program to ensure accurate costing and records
- Maintain preventive maintenance program at 100% PMI on-time performance
- Instill safety culture throughout shop
- Ensure proper vehicle maintenance files
- Analyze repair and road failure data to solve root cause
- Coordinate on site vendor training; promote ASE training program for all technicians
- Coordinate with operations to ensure proper amount of vehicles for pull out each day
- Supervise cleaning of fleet to exceed expectations of contract
- Successfully pass all local, State and Federal inspections

Responsible for maintenance of the following propane-powered, heavy-duty, low floor, 29 feet or longer transit buses:

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7

Also responsible for maintenance of the following vehicles:

Project	Vehicle Count	Fuel Type	Vehicle Type
Willowbrook DAR	3 Buses	Propane	Cutaway Vehicles
Compton Renaissance Fixed Route	5 Buses	CNG	Cutaway Vehicles
City of Norwalk DAR	5 Buses	Diesel & Unleaded	Cutaways
Lynwood Trolley	5 Buses	CNG	Cutaway/Trolleys
West Covina	11 Buses	Propane/ CNG	Cutaway Vehicles

# Martin Camargo

## Maintenance Manager

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

- Oversaw all aspects of maintenance function
- Responsible for staff classroom and hands-on training
- Supervised hiring, maintenance schedules, and shifts
- Managed all work orders
- Controlled parts inventory

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

- Performed the most difficult repair tasks
- Served as a shift leader when required

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

- Tasks included performing all repairs as needed

### Certifications

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- ASE certified in Heating, Ventilation, and AC
- MACS Certified – as required by Section 609 of Clean Air Act
- Qualified DOT Brake Inspector – MCS
- Proper use of refrigerant recovery and recycling equipment in servicing mobile air conditioning systems – South Coast Air Quality Management District
- STEP-LIFT Service Seminar – Mobile-Tech Corporation
- R-12 refrigerant recovery & Recycling – International Mobile Air Conditioning Association
- Commercial Bus Maintenance Workshop – Blue Bird Service School
- Cummins INSITE™ diagnostic software trained



# Lina Parten

## Safety and Training Manager

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*Ms. Lina Parten is MV's proposed safety and training manager for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Safety Training Manager, MV Transportation, Inc. (Paramount, CA)**

**2009 to Present**

- Oversee all safety and training practices and functions for 9 contracts operating 81 vehicles and 128 employees
- Serve as Safety Official which includes serving as the company's liaison to local authorities that support safety and emergency preparedness
- Conduct audits to ensure compliance with corporate safety policies and procedures, also conduct on-site safety audits
- Gather and analyze information on safety issues or accidents and develop solutions or alternative methods to maximize safe practices
- Ensure drug and alcohol testing is conducted in accordance with FTA and DOT regulations
- Complete all DriveCam review and counseling

#### **Operations Manager, MV Transportation, Inc. (Paramount, CA)**

**2007 to 2009**

- Oversight of daily operations for the DowneyLINK service using (7) 32 ft. Eldorado buses and 11 vehicle operators
- Daily management of the Lynwood service using 4 Ford cutaways, 1 trolley and 6 vehicle operators
- Completed NTD reporting for DowneyLINK, Lynwood, Norwalk, and Compton services

#### **Lead Dispatcher/Road Supervisor/Instructor, MV Transportation, Inc. (Paramount, CA)**

**2006 to 2009**

- Supported 118 operators and 80 service vehicles for nine contracts
- Managed LADOT customer complaint system
- Complete on-road instruction of new hires and retraining of current driving staff
- Conducted and presented at monthly safety meetings
- Trained staff in the use of Trapeze software for the dial-a-ride system

#### **Vehicle Operator, MV Transportation, Inc. (Paramount, CA)**

**2004 to 2006**

- Transported passengers for Cerritos on Wheels fixed route service

#### **Teaching Assistant, Bellflower Unified School District (Bellflower, CA)**

**2000 to 2004**

- Prepared curriculum and supporting materials
- Administered lessons and served as substitute teacher
- Conducted evaluation and follow-up as needed for students

# Lina Parten

## Safety and Training Manager

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### Education, Training and Certifications

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#### Cerritos College, Cerritos, CA

- 2002 – Associates Degree in HR, Business

#### Certifications and Additional Training

- 2008 – California DMV Employer Testing Examiner Certified
- 2008 – TSI/FTA Bus Collision Prevention & Investigation
- 2007 – Norwalk Adult School – Advanced Excel
- 2006 – TSI/FTA Certified Instructor
- 2006 – TSI/FTA Reasonable Suspicion

# Lina Parten

## Safety and Training Manager

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### References

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- Martin Ward, Deputy General Manager – Operations Durham Region Transit, (Oshawa, Ontario, Canada)  
905-668-7711 Ext 3700
- Martin Browne, Transit Manager, City of Whittier, CA, (562) 567-9480
- Eric Rosales, Transit Coordinator, City of Downey, CA, (562) 904-7220

# Fadi Chakbazof

## Regional Vice President of Operations

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*Mr. Fadi Chakbazof is MV's regional vice president for the Southwest region.*

### Experience

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#### **Regional Vice President, MV Transportation** **June 2013 to Present**

- Ensure operations meet or exceed client expectations regarding quality, efficiency, and productivity
- Serve as customer liaison, ensuring all client communications are accurate, timely, and meet client needs
- Provide direction and assistance to general/contract managers regarding service performance, labor relations, and personnel matters
- Ensure services are provided according to all contractual and company policies
- Negotiate labor contracts and assist management working within a union environment
- Accountable for the efficiency of personnel, communications, and morale
- Create and administer budget, manage staffing levels

#### **Region Operations Manager, First Student (Southwest Region)** **May 2009 to June 2013**

- Responsible for Inland CA, AZ, NM, CO
- Oversaw the operations of 25 contracts in 16 locations in four states operated by 2,000 employees
- As regional vice president, was responsible for more than 60 contracts in 22 locations operated by more than 4,800 employees

#### **Region Finance Director, First Student (Southern Pacific Region)** **November 2007 to March 2008**

- Oversaw all financial operations in the region
- Worked closely with the Regional Vice President on all strategic plans and operational decisions

#### **Area General Manager, Laidlaw Education Services (City of Industry, CA)** **June 2006 to November 2007**

- Oversaw all aspects of operations in two states
- Supervised 14 direct reports and approximately ,000 indirect employees
- Assisted in labor negotiations
- Improved operational and financial efficiency
- Improved key performance indicators

#### **Lead Area Controller, Laidlaw Education Services (Riverside, CA)** **May 2005 to July 2006**

- Oversaw all accounting and finance functions
- Worked on implementation of Six Sigma programs and had Six Sigma Champion Training
- Analyzed capital expenditures for financial sensibility
- Formulated \$160 million annual budget and quarterly forecast

# Fadi Chakbazof

## Regional Vice President of Operations

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**Area Controller, Laidlaw Transit (Riverside, CA)**  
*January 2002 to April 2005*

- Oversaw all accounting and finance functions for \$80M revenue
- Participated in developing the area's growth and long-term operational and finance strategies
- Developed pricing for new customers and analyzed operational efficiencies
- Analyzed new business opportunities and potential new acquisitions
- Performed monthly and quarterly variance analysis and presented explanations to upper management

### **Education and Training**

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**Western State University College of Law (Fullerton, CA)**

- College of Law
- Juris Doctor (JD) Degree

**University of Southern California (Los Angeles, CA)**

- Bachelor Degree
- Business Administration

# Kenneth Pouncey

## Director of Maintenance

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*Mr. Kenny Pouncey is MV's proposed director of maintenance for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Director of Maintenance, MV Transportation, Inc. (Western US)**

##### **2005 to Present**

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

#### **Program Manager, Complete Coach Works (Southern California)**

##### **2004 to 2005**

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

#### **Senior Director of Maintenance, Connex/TCT (Los Angeles, CA)**

##### **2003 to 2004**

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

# Kenneth Pouncey

## Director of Maintenance

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- Developed bid specifications and monitored client vehicle procurements and refurbishments.
- Managed construction programs for facility lease hold improvements.

### **Senior Technical Specialist, Parsons Brinckerhoff (Houston, TX)** **2001 to 2004**

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

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

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

# Kenneth Pouncey

## Director of Maintenance

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- Prepared bid specifications and assisted in generation of staff reports for capital purchases.
- Provided intensive training and coaching for employees.

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

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

### **Maintenance Manager**

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

### **Training Instructor, Long Beach Transit (Long Beach, CA) 1983 to 1995**

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

### **Maintenance Supervisor**

- Responsible for planning, coordinating, and directing a team of 12-15 mechanics that repaired and serviced transit vehicles.
- Provided training and coaching for employees, and conducted employee counseling and performance evaluations.



# Kenneth Pouncey

## Director of Maintenance

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- Enforced and administrated employer policies, procedures, and provisions of the labor agreement.
- Developed and systematized written procedures for repetitive repairs.
- Prepared, in conjunction with the Purchasing Department, bid specifications for the purchase of shop equipment.

### **Maintenance Mechanic**

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

### **Education and Training**

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#### **California State University Long Beach, University Extension Services**

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

#### **Universal Technical Institute, Phoenix, Arizona**

- Diesel Mechanics and Automotive Repair – Certificate awarded March 1982

# Hector Vargas

## Director of Safety

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*Mr. Hector Vargas is MV's proposed director of safety for the County of Los Angeles Shuttle Services.*

### Experience

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#### **Director of Safety, MV Transportation (Los Angeles, CA) 2010 to Present**

- Accountable for leadership and review of the employee qualification process and ensure all new hires meet minimum qualifications including background and DMV checks
- Responsible for conducting audits to ensure MV's safety training programs are of the highest caliber
- Work with MV's local teams to promote a safety first culture, providing guidance to trainers and monitoring MV's compliance with all company, state, federal and local safety/training regulations

#### **Director of Safety, MV Transportation (Los Angeles, CA) 2007 to 2010**

- Responsible for Safety and Training Program for 140 operator workforce and 70-vehicle fleet. Conducted continuous training for instructors and staff. Supervised one classroom and two behind the wheel trainers
- Conducted regular audits of employee training files and vehicle maintenance files
- Conducted regular facility safety audits ensuring compliance with OSHA regulations and related corporate policies
- Responsible for recruiting and screening candidates for employment
- Conducted pre-employment interviews and monitor hiring process
- Responsible for investigation, documentation of accident and injury incidents involving all company vehicles
- Provided regular reports to local and corporate management on safety department efforts, claims status, training efforts, accident history, worker's compensation and other required information

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2004 to 2007**

- Assisted with daily operations, providing general supervision, support, recommendations and evaluation of transportation personnel, including 10 behind the wheel trainers, two classroom instructors, and 215 operators
- Conducted pre-employment interviewing, scheduled physicals and drug tests, and final evaluations for new hires
- Supervised and coordinated all driver training programs, trained, supervised, and delegated instructors
- Provided productive informative in-service meetings, safety trainings, monitored safety committee, and ensured that all safety programs and practices were implemented. AFR decreased from 3.67 to 1.64

#### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2002 to 2004**

- Oversaw renewal and refresher training for 150 drivers, supervised behind the wheel and classroom instructors

# Hector Vargas

## Director of Safety

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### **Driver Development and Safety Supervisor, Laidlaw Education Services (Los Angeles, CA) 2001 to 2002**

- Oversaw 250-driver workforce
- Supervised staff of five behind the wheel and one classroom instructor
- Passed all CHP audits evaluating drug and alcohol compliance and facility

### **State Certified Behind the Wheel Trainer/Instructor, Laidlaw Education Services (Los Angeles, CA) 1998 to 2001**

- Conducted behind the wheel training and classroom instruction to ensure safe driving practices, bus inspection requirements and adherence to transportation policies, rules, and regulations
- Maintained all State, Federal, OSHA, and company required records for all employees and trainees
- Developed training program for potential bus drivers; arranged for final testing and licensing; assisted supervisor with the selection and evaluation of new drivers

### **Education and Training**

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- Commercial Class B license with passenger endorsement and airbrakes
- Certified and licensed to conduct classroom, behind-the-wheel, and in-service instruction
- Workers Compensation Certified
- American Red Cross Instructor
- Behind-the-Wheel Trainer
- OSHA Certified
- Reasonable Suspicion Certified
- Accident Investigation Certified
- Smith System Instructor
- State of California, Department of Education School Bus Driver Instructor's Certificate
- State Instructor's Certificate- California Department of Education
- School Bus Driver's Certificate - California Highway patrol
- Bilingual English/Spanish State of California Department of Motor Vehicles tester to certify California Class B Commercial Driver's Licenses (CDL) with Air Brakes and Passenger endorsements



## 6. Work Plan/Maintenance Staffing

### a. Staffing Plan / Maintenance Staffing Plan

#### a.1. Key Personnel

##### Project Team

##### *Stephen Allan, Project Manager*



Mr. Stephen Allan is MV's proposed project manager for this service. Mr. Allan brings a wealth of experience to the County, with a career of nearly 25 years in transportation management. He has extensive experience managing teams as large as 600 employees, including vehicle operators, dispatchers, reservationists, mechanics, sales teams, and administrative staff. He has also been responsible for service fleets ranging from two to more than 200 buses.

Mr. Allan joined MV in 2008, and currently manages multiple fixed route and paratransit transportation contracts encompassing 151 employees. Prior to joining MV, Steve served as general manager for Super Shuttle in Orange County where he was responsible for management of the Disney Cast Shuttle Program and Airport operations at John Wayne Airport.

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

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

Mr. Allan exceeds the County's requirements of minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.





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As documented above in proposal section 5.g. *Compliance with Experience Requirements of Project Manager*, Mr. Allan's project manager oversight of DowneyLINK, King Medical Center Shuttle, and Cerritos COW clearly qualifies him for this position.

Please refer to Mr. Allan's resume following this section of the proposal.

**Martin Camargo, Maintenance Manager**

MV is pleased to present Mr. Martin Camargo as maintenance manager for the County's Shuttle Services. Mr. Camargo brings 24 years of maintenance experience to the County.

Mr. Camargo's experience in the field of public transit vehicle maintenance includes fifteen years in senior maintenance management positions. Martin has experience with a broad range of vehicle types and alternative fuels.



Since 2001 Mr. Camargo has served as the maintenance manager for MV's Paramount location where he is responsible for maintenance of a 57 vehicle fleet (12 of which use CNG fuel and 24 use propane fuel).

Martin is ASE certified in Heating, Ventilation, and AC and is MACS Certified – as required by Section 609 of Clean Air Act. He is also experienced in the use of Trapeze EAM, the fleet maintenance software that MV uses for management of vehicles.

Under Mr. Camargo's leadership, proven vehicle maintenance practices are in place to ensure the County's fleet remains in excellent condition. The dedication and technical expertise that Martin devotes to his maintenance shop has resulted in greater fleet reliability, passenger and operator safety, and overall passenger comfort.

Mr. Camargo exceeds the County's requirement of minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. As documented above in proposal section 5.h. *Compliance with Experience Requirements of Maintenance Manager*, Mr. Camargo's maintenance manager oversight of DowneyLINK, King Medical Center Shuttle, and Cerritos COW clearly qualifies him for this position. Please refer to his resume following this section of the proposal.

**Lina Parten, Safety and Training Manager**

Ms. Lina Parten is MV's proposed safety and training manager and will serve as MV's project safety official. She brings 10 years of experience in transportation management, safety and training. Lina will support the County's Shuttle Services,





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providing leadership and guidance to employees, leading operator training, conducting safety meetings, and perform audits and inspections.

Currently, Ms. Parten oversees safety and training practices for transportation operations providing service with 81 vehicles and 128 employees.

Ms. Parten began her career in transportation serving in various positions such as lead dispatch, road supervisor and instructor – all at MV's Paramount Division. Prior to her career in transportation, Ms. Parten worked in Bellflower, California as teaching assistant for the Bellflower Unified School District.

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



## **Regional Team**

### ***Fadi Chakbazof, Regional Vice President***

Mr. Fadi Chakbazof is MV's regional vice president and executive level representative for this operation. He is responsible for overseeing MV's compliance with the terms and conditions of the contract and will manage service quality and confirm that MV is living up to the promises made in this proposal. Fadi leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Prior to joining MV, Fadi worked at First Student, Inc. as area general manager / region operation manager. In this capacity he oversaw 2,000 employees providing service in 16 locations across four states.

Mr. Chakbazof holds a Bachelor of Business Administration degree from the University of Southern California in Los Angeles and a law degree from Western State University's College of Law in Fullerton, California.

If awarded a contract to operate these services, Fadi will lead all of MV's transition activities, garnering all resources necessary to realize a smooth transition of service. Please find his resume following this section of the proposal.





### ***Kenneth Pouncey, Director of Maintenance***

Kenneth (Kenny) Pouncey joined MV in 2005 as director of maintenance for its locations in the Southern region of California. His nearly 30 years of transit maintenance experience includes positions within private companies and public organizations, where he has managed the maintenance of hundreds of vehicles. Kenny works with MV's local maintenance managers and their teams to confirm that each vehicle is in superior condition and within the standards set forth by MV and its clients.



He frequently visits MV's maintenance locations to perform audits, conduct training, meet with clients, and confirm that all fleet and equipment assets in use are maintained appropriately and safely. If additional maintenance resources are needed, Kenny will work with MV's vice president of fleet and facilities, John Calame, to provide the needed support.

Beginning his career at Long Beach Transit, Kenny progressed from a C-level mechanic to maintenance supervisor. He later served as a maintenance instructor and designed several vocational education programs for transit employees interested in a maintenance career.

In 1995, he joined Ryder/MLS, where he served as the contracted assistant general manager for Foothill Transit, a high-profile transit service and one of the largest contracted fixed bus services on the west coast. He later served as the maintenance manager for the City of Santa Monica's Big Blue Bus.

In 2001, Mr. Pouncey moved to transit consulting, joining Parsons Brinckerhoff in Houston, Texas, where he performed reviews and audits, and made recommendations to municipal agencies regarding their transit fleet. He also worked with Connect/TCT, and Complete Coachworks in Southern California.

Kenny is highly experienced in alternative fuel powered vehicles. His extensive work in Southern California offers unique insight into regulatory requirements regarding clean air, environmental management, and renewable energies.

Kenny will serve as MV's fleet and maintenance transition lead. He will be onsite frequently to meet with County staff, Mr. Allan, Mr. Camargo, and other key personnel. He will work with MV's transition team to transition the fleet. Please find his resume following this section of the proposal.



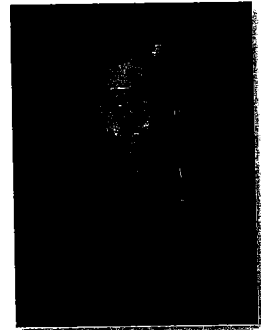


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**Hector Vargas, Director of Safety**

Hector Vargas became a certified behind the wheel trainer in 1998 and since that time has taken on roles of greater responsibility in the area of safety and training. Today, Hector serves as a director of safety for MV's Southern California properties, working closely with each of his assigned locations to ensure that all safety and training procedures are within the standards of the company and its clients. He conducts audits of all safety and security related operations and works with the local team to garner any additional support needed in this critical area.



Mr. Vargas has overseen the safety and training efforts of bus operations of substantial size and scope throughout Los Angeles County. While with Laidlaw Transit Services in North Hollywood, Hector reduced accident frequency by more than 55 percent. He joined MV in 2007 as a safety manager at MV's 70-bus commuter operation in Los Angeles.

Mr. Vargas is a Smith System Instructor, a Behind the Wheel Trainer and is CPR and First Aid Certified. He holds a Commercial Class B license with passenger endorsement and airbrakes and is certified and licensed to conduct classroom, behind the wheel, and in-service instruction. He is also a certified California School Bus Driver Instructor.

If awarded a contract to operate these services, Hector will serve as MV's transition lead in the area of safety and training. He will work with County staff, Mr. Allan, and other key personnel to deploy MV's company-wide training and safety programs, and tailor these so that they address the unique attributes of the local operating environment and comply with all safety and training standards set forth by the County. Please find his resume following this section of the proposal.

**Corporate Support Services**

MV makes a significant investment in the corporate support provided to each of its operations. Over 100 employees in centralized corporate departments (operations, maintenance, information technology, safety, risk management, human resources, payroll, accounting, and legal) provide support services to MV's local teams. This approach reduces costs and improves flexibility to support local operations, based on the specific needs of the location.







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## a.2. Job Descriptions

### Vehicle Operators

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

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled timepoints. Vehicle operators respectfully and professionally respond to customer inquiries, providing route information as needed. They are trained in the system routes, and must be fluent in providing information regarding major stops, transfer points, and schedule information. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.



When operators report to work, they first check in at dispatch. They then proceed to the yard and perform a pre-trip inspection, coordinating with the yard supervisor and/or maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

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

Upon return to the yard, vehicle operators perform a post-trip inspection and submit all completed paperwork to dispatch.

### Project Manager

The project manager is the daily operational liaison between MV and the County. This person is MV's field representative and the County's advocate. This person must embody the spirit of the Shuttle Services and work in partnership with County, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the County.





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This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, adherence to policy and procedure, and more.

As Project Manager, is also responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's project manager will meet with County staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that project managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

### **Maintenance Manager**

The maintenance manager is responsible for the safe and effective operation of the shuttle fleet. Under the guidance of MV's regional director of maintenance, this person coordinates and oversees all scheduled and unscheduled maintenance inspections and repairs. The overall mission of this position is to protect the County fleet and maximize its useful life by ensuring it is well maintained pursuant to all OEM, County, and MV standards of safety, operation, and appearance.

The maintenance manager schedules and monitors all fleet, equipment, and facility maintenance activities – those performed both in house and those contracted to outside vendors. He schedules all preventive maintenance inspections, coordinating with dispatch in order to maximize fleet availability; as such, he possesses a strong understanding of service demand peaks. He is accountable for adequate staffing and supervision, as well as for the performance of the maintenance team.

This position coordinates with equipment manufacturers regarding warranty issues and specialized training needs. The maintenance manager manages MV's relationship with vendors/suppliers for the provision of any outside repair work and ancillary services.

The maintenance manager works closely with the assigned regional maintenance director who ensures that all requested maintenance support resources are provided as needed.





## **Safety and Training Manager**

The safety and training manager oversees the safety and training related activities of the location. She is responsible for ensuring effective training of MV's team and the safe operation of all service, equipment, and facilities.

This person is the safety officer and the emergency coordinator for MV's location, serving as the company's liaison to local authorities that support safety and emergency preparedness. She leads all emergency training and makes sure that MV's team is ready to respond to the needs of the community in the event of an emergency.

She is responsible for establishing the schedule and curriculum for ongoing training activities, and maintains all training documentation for employees as required. This person leads all accident and incident investigation, manages awards for safe driving, facilitates safety meetings, and directs the activities of the safety committee.



She oversees the review of video clips downloaded from the DriveCam system and ensures proper follow up. She is responsible for the preparation for and compliance with all State, Federal, and County regulatory audits, and administers the FTA Drug and Alcohol prevention program. The safety and training manager is responsible for the creation and maintenance of an overall culture of safety at MV's location.

## **Road Supervisor**

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

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

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



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## **Dispatchers**

The dispatcher directs all on road operations that occur from the daily pull out to return to yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

Dispatchers have responsibilities in the supervision of operators – they manage report times, vehicle assignments, distribution of bulletins and other information. They are also trained in reasonable suspicion and are responsible for assessing fitness for duty.

This position acts in compliance with County policies in accordance with MV operating procedures. They monitor service delivery via radio throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on board emergencies.

Standby and extraboard operators are coordinated by the dispatcher in the event that an operator does not report on time. The dispatcher also coordinates with the maintenance department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms.

## **Maintenance Staff**

### ***A Level Technician***

The A level technician is the highest-level line mechanic. Under general supervision, A level technicians perform the most difficult repair tasks and supervise subordinates. Tasks include performing all repairs as needed, adjusting all vehicle systems, and performing as a shift leader when required.

### ***Vehicle Service Worker***

Vehicle service workers ensure the shuttle fleet is cleaned and fueled to the specifications outlined in the RFP. These persons will work primarily at night to clean, service, and fuel each vehicle in assembly-line fashion as it comes in off the route.

## **a.3. Hiring / Screening and Selection**

MV understands that its operators, supervisors, and staff must possess the professionalism and positive demeanor to appropriately represent the County in the





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provision of this service. A strong and stringent hiring process is essential to identifying the best candidates to fill this role.

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

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

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

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

Review Type	Description	Criteria
<b>Motor Vehicle Record Review</b>	Applicants must provide a current and valid driving record that shows an applicant's driving history.	No more than 2 points in the past three years, with no DWI/DUI convictions within the last 10 years.  Driving records are reviewed on a semi-annual basis, or more frequently depending on the contract requirements.  If violations are identified that are not reported, the operator will be interviewed and possibly released for failing to report the violation.
<b>Criminal History Checks</b>	MV conducts background checks on all employees through Private Eyes Employment Investigators.  Criminal background checks will be conducted for all employees every two years.	Applicants with a criminal conviction will not be eligible for employment.  Job applicants with convictions of violence or sexual offenses, whether felony or misdemeanor, are not eligible for employment with MV.





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<b>Prior Employment References</b>	MV conducts reference checks with former employers as part of the hiring process.	Poor references may be cause for rejection.
<b>Pre-Employment Drug and Alcohol Screen</b>	All offers of employment are contingent upon successful completion of a drug and alcohol screen.	The presence of any controlled or illegal substances is cause for rejection.  Consistent with MV's FTA approved Drug and Alcohol Prevention Program safety-sensitive employees are subject to random screening.
<b>Pre-Employment Physical Examinations</b>	Employees in a safety-sensitive position (i.e., operators, mechanics) must also undergo a pre-employment physical examination performed at MV's expense by a physician of the company's choice.  Other exams may include a DOT physical or other physical testing.	Exam and/or testing must verify that the applicant can meet the qualifications of the position.

### Drug and Alcohol Testing Program

MV's Zero Tolerance Drug and Alcohol Testing Program is critical to its provision of a safe, healthy, and productive work environment. All of MV's employees are subject to the four drug and alcohol screening types, pursuant to their employment category (safety sensitive versus not safety sensitive):

- **Pre-Employment** – All offers of employment are contingent upon the successful completion of a pre-employment drug screen. Failure to submit to said test, or a positive screen, results in revocation of the offer of employment.
- **Random** – All safety sensitive employees are automatically entered into the company pool for random testing pursuant to FTA regulations.
- **Post-Accident** – Any current employee who is involved in a serious incident or accident while on duty, whether on or off the company's premises, is required to submit to a drug test.
- **Reasonable Suspicion** – This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of the influence of alcohol/ drugs. All frontline personnel





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are observed by supervisory personnel who are certified as having completed the DOT Supervisor's Class in Reasonable Suspicion Training in Drug and Alcohol.

\*Under MV's Zero Tolerance Drug and Alcohol Testing Program, a positive screen or refusal to be tested under these conditions results in termination of employment.

MV's Zero Tolerance Drug and Alcohol Testing Program is administered by Mrs. Esther Avalos, Director for Drug and Alcohol Compliance. It is regularly updated and complies and/or exceeds FTA and DOT requirements. MV has successfully completed each FTA audits to which it has been subject.

Random drug and alcohol testing selections are determined using MYeScreen® software, a state of the art, computer-generated selection process program that randomly selects individuals (donor) for testing without showing discrimination. These assignments are available to the location on the first of each month to begin performing testing immediately.

MV uses local occupational health clinics to perform the urine and breath alcohol collections for testing. MV contracts with Alere Toxicology for laboratory services, Dr. Stephen Kracht for MRO services, and National Counseling Resources for substance abuse professional services. Duo Research handles blind quality control sample testing. All results are transmitted to Mrs. Avalos, who processes the information and provides it to the local management team.

All employees receive FTA compliant training that outlines MV's Zero Tolerance program during initial training. Drug and alcohol testing procedures are addressed as part of initial employee training and annual supervisor training.

### **Pull Notification Proof**

MV participates in the California DMV Pull Notice Program. This can be verified by calling (916) 657-6346 and providing MV Transportation's Requestor Code #79787.

### **Retaining Existing Employees – Labor Code 1070**

MV Transportation declares that it will retain the employees of prior contractor or subcontractor for a period of not less than 90 days. MV shall retain employees who have been employed by prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal





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background check required by law as a condition of employment, or other standard hiring qualification lawfully required by MV.

### **Personnel Management**

MV's labor management program for all employees starts upon hiring, when each MV employee receives an employee handbook covering the following written standards (please see the employee handbook enclosed with each proposal binder) of conduct and performance:

- **Employment Guidelines:** MV's employment policy and guidelines.
- **Code of Conduct:** Outlines the ethical standards that each employee is held to and provides guidance in determining what behaviors are not consistent with MV's ethics policy.
- **Drug and Alcohol Policy:** Provides a description of MV's Drug and Alcohol Policy, clearly defines the expectations of each employee in this area, and provides due notice of all substance testing.

### **Performance Reviews**

Throughout each employee's term of employment, employee performance is documented in writing in the following manner:

- **Managers, Supervisors, Office and Maintenance Staff Not Represented by a Collective Bargaining Agreement:** Receive an annual performance review that includes a self-assessment worksheet, formal written review from their direct supervisor, and a meeting to discuss performance achievements and deficiencies. Performance is reflected in annual increases and in employment status.
- **Vehicle Operators:** Are evaluated based on performance (accidents, incidents, complaints, compliments) as well as on-road ride checks and observations. Performance is reflected in their employment status as well as the award of performance based bonuses. All wage increases are determined by the defined wage scale.
- **Staff Represented by a Collective Bargaining Agreement:** Are evaluated based on performance (system efficiency, compliments, complaints) as well as an annual performance review by the employee's immediate supervisor. Performance is reflected in their employment status as well as the award of performance based bonuses (when applicable). All wage increases are determined by the defined wage scale.





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A critical component of MV's overall human resources program is its employee relations center. This function is overseen by both an experienced Director and Manager of Human Resources. All involuntary terminations are carefully reviewed, documentation is examined and then a decision is reached to either approve or deny a termination. If the termination involves an employee represented by collective bargaining, MV's Director of Labor Relations is also included in the termination review.

#### a.4. Supervisory Tasks – Schedule Adherence Checks

Road supervisors are responsible for the dissemination of critical information, such as service changes and system announcements to the operator team. They serve as the go-to resource in the field for MV's operator team. MV has proposed a full-time 100% dedicated road supervisor for the shuttle services.

They perform incident investigations, administer drug and alcohol testing procedures, respond to road calls, and resolve passenger disputes as needed. Based on their findings for these various activities, the operations managers will administer progressive discipline pursuant to the collective bargaining agreement.

#### ***Operator Evaluation Procedures***

Road supervisors will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.
- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.





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- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

#### a.5. Supervisory Tasks

##### Complaint Investigation and Response

MV's project manager, Mr. Stephen Allan will be responsible for complaint investigation and response. He will devote approximately 2% of his time to this function.

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. Complaints that are serious in nature must immediately be brought to the attention of Mr. Allan and the County. Depending on the nature of the complaint either the project manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint





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- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of all dispatch logs, trip sheets

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s) employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment.

Complaints will be resolved within two business days after receipt. MV will notify the County within one business day of the nature of the complaint and report its resolution within three business days. A formal complaint report will be provided to the County and the complaint will be logged and submitted with all monthly reports, as required.

### Supervisory Tasks – Report Writing

MV's administration manager, Ms. La Tara Welch will be responsible for reporting all information required by the County. As project manager, Mr. Stephen Allan will hold oversight authority of this important task. Please refer to proposal sections 7.c. *Quality Control Documentation, Review, and Reporting* and 13 *Record Keeping* for a description of MV's reporting capabilities. MV estimates that 5% of Ms. Welch's time will be devoted to this task.

### Supervisory Tasks – Training

MV's operator training supervisory responsibility rests with safety and training manager Lina Parten. MV estimates that 10% of her will be devoted to this task.

#### a.6. Shared Personnel

Function	Position	Number	% of dedication	Revenue Service Hours
Management	Project Manager	1 FT	10%	7:00am – 6:00pm
	Safety & Training Manager	1 FT	10%	7:00am – 6:00pm
	Road Supervisors	1 FT	100%	7:00am – 6:00pm
	Dispatcher	1 FT	10%	7:00am – 6:00pm
	Vehicle Operators	4.5 FTE	100%	7:00am – 6:00pm





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Maintenance	Maintenance Manager	1 FT	5%	7:00am – 6:00pm
	A-Level Mechanic	1 FT	20%	6:00pm – 1:00am
	Vehicle Service Worker	1 FT	20%	6:00pm – 1:00am

**a.7. Full-Time Employee Staffing Plan**

Please refer to the Forms List in proposal section 14 for MV’s Form LW-8.

**b. Communication Equipment**

MV communications configuration and equipment comply with RFP Exhibit A requirements for this project.

- **Service Vehicle Communication Equipment:** MV will provide Verizon radios for each service vehicle. This radio system is a proven and exceptionally reliable radio for the service area. Proposal section 9.b. *Communication Equipment* has additional detail on the Verizon radio.
- **Internet Access and Email:** MV’s location is equipped with Internet access. All managers have access to email communications. The County will have access to MV’s team through email, business phone landlines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.





### **c. Storage and Maintenance Facilities**

MV's maintenance facility complies with RFP Exhibit A requirements for this project.

MV will base operations, dispatching, training, maintenance, cleaning, fueling, and vehicle storage from its facility located at 7209 East Rosecrans, in Paramount, CA 90723. This facility provides approximately 1,500 square feet of operations space, five offices and five workstations, dispatch office, operator break area and one training room. The facility also has adequate secured storage for tools, equipment, and parts. Additionally, there is 4,000 square feet of indoor space (with concrete floor) to perform all vehicle maintenance with two drive-thru service bays. The facility has an appropriate ANSI-approved hydraulic lift capable of fully lifting the heaviest County service vehicles six feet above the ground for maintenance purposes.

The yard is situated on two acres of paved outdoor vehicle storage space, with a 15,000 gallon on-site propane fueling tank and a 10,000 gallon gasoline tank. The area is securely fenced and well lit. Regarding CNG fueling, MV's facility is located 2.1 miles away from a fueling station at 701 N. Bullis Rd. Compton, CA.

In addition, MV will provide all tools and equipment needed to perform preventive maintenance, service the vehicles, perform component adjustments, and make mechanical repairs. MV-provided tools and equipment include but are not limited to compressed air supply, tire-changing equipment, battery maintenance equipment and spare batteries, and vehicle lubrication equipment.

MV will also provide the equipment necessary to wash and clean vehicles ensuring all County requirements are met.

### **d. Timely Response with ADA Compliant Vehicle**

Each day MV will have available a ready bus, which is an ADA compliant vehicle that has received a pre-trip inspection, is parked at the facility, and is ready to leave at a moment's notice. This vehicle will be used in the event that a replacement vehicle is needed, within the 30-minute response time as required in the RFP.

MV teaches its operators that complying with the requirements of the ADA is not only required by the law, but it's also a display of professional skill and respect in the services provided to the disabled. MV's ADA training includes:

- The ADA provisions for making public transportation readily accessible to individuals with disabilities, including individuals who use wheelchairs. How the



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ADA extends to individuals with disabilities comprehensive civil rights protection similar to that provided to persons on the basis of race, sex, national origin and religion under the Civil Rights Act of 1964. As it relates to public transportation, the requirements that the ADA mandates.

- Provide assistance to people with disabilities with the boarding and alighting process whenever they request help. Assistance should be offered politely but never forced upon an individual who does not desire such assistance. This assistance includes making the lift available to passengers who do not use a traditional mobility device, for example, a passenger who uses a cane.
- Announce bus stops on fixed route service. This ensures that passengers who are visually or cognitively impaired will know when to get off of the bus.
- Ask ambulatory passengers to make the priority seating seats (if applicable) available for passengers with disabilities on fixed route service.
- Permit a disabled passenger who uses a mobility device (wheelchair, scooter, etc.) to be transported in the mobility device. While you can ask a disabled passenger to transfer to a bus seat, you cannot require the passenger to transfer to the seat if they choose to remain in their mobility device.
- Permit disabled passengers to board with their guide animals. This may include animals other than guide dogs.
- Verify the functioning of the lift device by cycling it each service day during the pre-trip inspection and documenting this on the daily vehicle inspection report (DVI).

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

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

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

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





## **f. Transit Security Plan**

MV's transit security plan promotes a comprehensive focus on a healthy and safe work environment, using the following elements:

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

### **Safety Policy Manual**

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 35 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep.

### **Safety Training**

#### ***Operator Training and Certified Instructor Programs***

MV's operator training is an instructor guided program that integrates top line video education to clearly define the expectations of an MV operator. It contains 33 core classroom training modules that teach new operators the necessary components of safe and courteous vehicle operation. Local operations may add to this program to satisfy the particular training needs of a client or operating environment; however successful inclusion of the base program is required.

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

This training defines the 26 performance standards that all trainees must meet. Each standard is described in detail, checkpoints to success are outlined, failure to achieve



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the standard is defined, and mastery tips for operators to use in operation are provided.

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

### **Operator Training Refresher**

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

<b>Type of Retraining</b>	<b>When it is provided</b>	<b>Length of Training</b>	<b>Description of Training</b>
<b>Return to Work (after 30 days or more of inactive status)</b>	Required when an operator returns from "inactive" status (from a period of 30 days or more).	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.
<b>Post-Accident / for cause</b>	Required for any vehicle operator who has received a "preventable" rating for an accident/incident. This training must be scheduled and given within 10 days following the formal accident rating.	Varies based on the operator's ability to perform the appropriate tasks to standard.	Post-accident retraining is focused on correcting driving deficiencies and standards that contributed to the accident. The operator must demonstrate ability to perform all of the required tasks to standard before being allowed back to driving duties.
<b>Seasonal Refreshers</b>	These refreshers are conducted in preparation of operations during certain periods of the year, typically in the fall.	Varies based on location and topics.	The training will include topics/material appropriate for the region, inclement weather, environmental, and traffic conditions.
<b>Biannually</b>	At a minimum of every two years	8 hours	This training consists of a 6-hour classroom review and a 2-hour behind the wheel road check. These focus on safety standards, defensive driving skill, and vehicle familiarity.







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## **Safety Awareness**

Among its many initiatives promoting safe behavior, MV's strength lies in its approach to cohesive safety messaging and recognition.

Although each of MV's operating locations have unique characteristics, all deliver a common message – safety is MV's number one priority – and all use the same vehicles to deliver this message.

### ***Daily Safety Message***

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.

### ***Location Safety Committee***

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

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

### ***Safety Meetings***

Safety meetings offer an opportunity to provide Verification of Transit Training Document (VTT) required refresher training and address timely topics. All employees must attend this hour long meeting twelve times per year.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules. Maintenance safety meetings are held separately, and focus on maintenance safety.

All safety meeting topics are issued by MV's safety department, and address topics in Fleet Safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, heat safety). Maintenance safety topics include subjects such as HAZCOM, back safety, and machine guarding.

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





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All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

### **Safety Recognition Programs**

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

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.



### **Safe Driving Behavior Using DriveCam**

In 2004, MV launched a national safety initiative to install the DriveCam system in its operating vehicles. Today, more than 8,000 of the vehicles operated by MV benefit from DriveCam. With the County's permission, MV will install DriveCam in each of the shuttle vehicles.

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



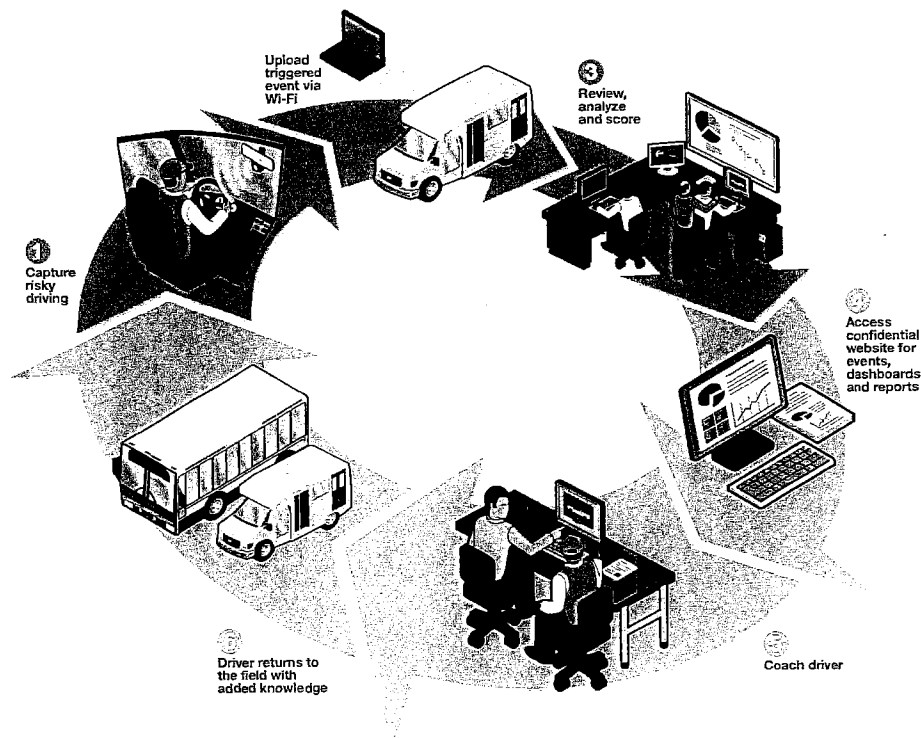


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vehicle damages and costs (workers' compensation and personal injury) up to 80 percent<sup>1</sup> and has been installed in more than 185,000 vehicles.<sup>2</sup>

DriveCam units are mounted on the vehicle windshield, and continually record on-road and in-vehicle images and sounds. The camera is triggered by either exceptional forces (caused by collision, stopping short, fast turns, etc.) or by using the manual panic button. When triggered the unit saves recorded events, 10 seconds before and after the driving event, allowing MV's local team to view the actions leading to the incident.

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



<sup>1</sup> <http://www.drivecam.com/our-solutions/proven-benefits>

<sup>2</sup> <http://www.drivecam.com/our-company/about-drivecam>





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

As coaching opportunities are identified, they are brought to the attention of the local management team who is required to follow up with the operator. Operators displaying unsafe driving habits are coached and retrained based on these scores. Those operators repeatedly displaying unsafe driving behaviors are disciplined pursuant to MV's employment policies. MV managers are evaluated on the percent of coaching opportunities taken compared to the total number of incidents.

MV has invested significantly with DriveCam and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Max Kabrich) to support MV's local team.

Although an employee of DriveCam, Mr. Max Kabrich is assigned full-time to MV's operations and is based at MV's Dallas Texas headquarters. Max's presence within MV's DriveCam program ensures the most up to date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with DriveCam's executive team.

## **Inspections and Compliance**

### ***Compliance with Regulatory Agencies***

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

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

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

- **The Department of Transportation (DOT)** issues regulations affecting transit operations, including those related to the Americans with Disabilities Act (ADA) and drug/alcohol testing of employees.





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

### ***Safety Inspections***

MV uses a tiered safety inspection program to confirm maintenance and facility safety compliance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and the following annual inspections:

- **Safety Management Inspections:** These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility. At minimum, these inspections occur annually and are conducted by the director of safety.
- **Maintenance Safety Inspection:** These inspections assure location maintenance-specific compliance with regulatory and company policy requirements, and assess the overall safety of the maintenance program. At minimum, these inspections occur annually and are conducted by the director of maintenance.

These inspections include (at minimum) monthly safety inspections conducted by the general manager, and annual safety inspections. These inspections assure location compliance with regulatory and company policy requirements, and assess the overall safety of the facility.


MV also welcomes County facility inspections.





## **Risk Security Threat Reduction**

### ***System Security Awareness Classroom Training***

MV's classroom training includes a 30-minute presentation of the Warning Signs video,  **NTI** National Transit Institute produced by the National Transit Institute's Workplace Safety and Security Program through the funding and support of the Federal Transit Administration.

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

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

### ***System Safety Program Plan (SSPP)***

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

The goals of MV's Safety Plan are to:

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

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

### ***System Security and Emergency Preparedness/Transit Security Plan***

The System Security and Emergency Preparedness/Transit Security Plan is a set of comprehensive security goals, objectives, and strategies that maximize the security of





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MV's passengers, employees, and property. This plan is a blueprint for all security procedures.

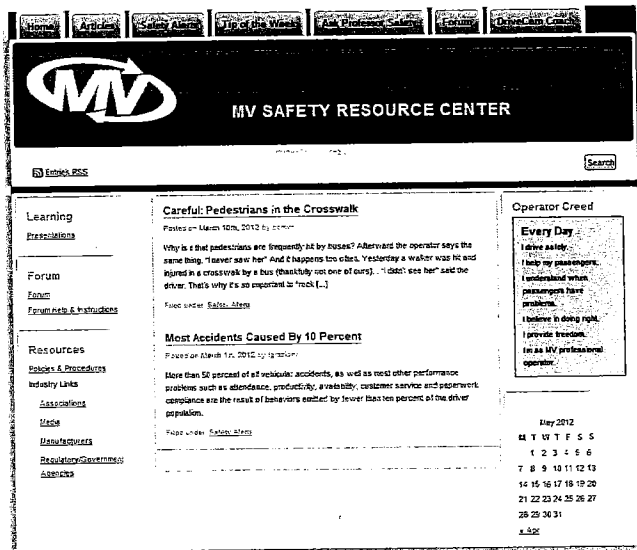
MV's Transit Security Plan will meet all County requirements. MV will work closely with the County to ensure all County needs are adequately addressed in its plan.

Online Safety Support Resources

The Safety Resource Center (SRC) is a custom-branded web-based information clearinghouse, provided by Avatar on a subscription basis (software-as-a-service). It provides MV employees with the most up-to-date versions of MV's safety policies, procedures and programs. These can be accessed and read on the screen, easily downloaded, or printed locally.

The SRC is a dynamic portal that contains up to date safety-related articles and literature, weekly safety tips, polls and threaded discussions, organized around key safety processes. Features of this system include:

- Articles and Alerts: New articles specific to a new policy or program, an alert in response to a new-found risk or just general information that is of interest to the management team are posted on the main page.
Ask Professor Safety: A feature that allows managers and supervisors to directly and immediately access to safety leadership and support staff. Managers and supervisors can post safety-related questions and get their responses within 24 hours. Previous requests and their answers (vetted for appropriateness) are archived on the site and can be easily accessed.
Safety Tips: Biweekly safety tips are presented for managers to implement at the operating location. Like other sections, the user can delve into an archive of earlier tips.





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- **Resources:** A reference library of MV policies, procedures, programs, processes and related forms and documents in their most current form. Files are organized for fast and easy access.
- **Forums:** This virtual forum provides an online community, in which managers ask questions, provide answers and share ideas with one another. Avatar monitors the forums for appropriate discussions and removes inappropriate comments before they appear.
- **Safety Webinars:** National, live, facilitated webinars get safety messages to the field in a fast and cost-effective manner. Webinars include PowerPoint presentations, videos and other graphics and live on-line participatory courses. They can even provide interactive features like questions and answers as the presentation unfolds, like a virtual classroom.

## g. Training

### Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective*, *cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura's Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).



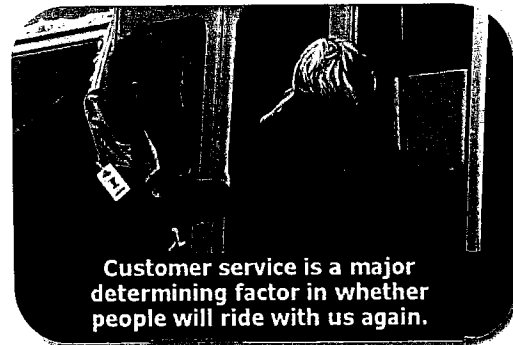
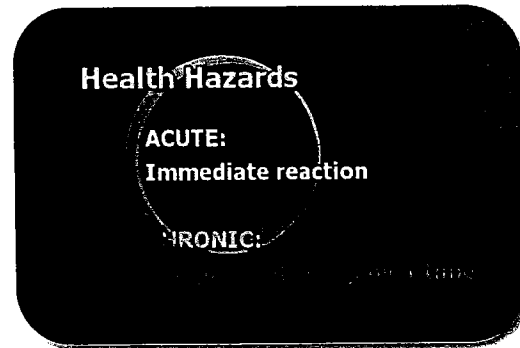




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Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

### **Training Formats**

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
<b>Total:</b>	<b>83.75 hours</b>





### **Classroom Training**

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.



Interactive Employee Panel Training Discussion

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures. Detailed descriptions of the training modules are provided in the appendix of this proposal.

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

### **Pre-Driving Skills**

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

### **Observation**

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

### **Behind the Wheel (BTW) Training**

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road



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operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

### **Cadet Training**

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the service area.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

### **Post-Training Testing and Remedial Training**

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

### ***Training Highlights***

#### **Defensive Driving - LLLC**

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information





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needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

### **Sensitivity and Passenger Assistance**

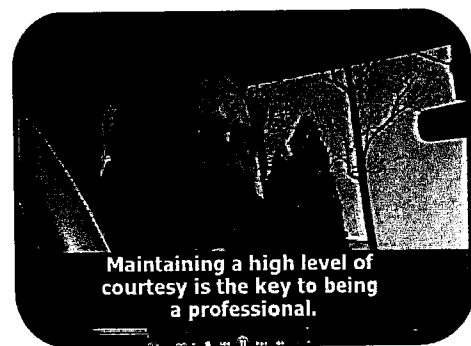
MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

### **Customer Service**

All operators are provided four (4) hours of customer service training through the video-based START Training from Ergometrics. This industry-recognized program is highly effective at showing new and existing operators how to deal with all types of potential challenges from customers while engaging them in real world situations that commonly occur in public transit service.



START Training teaches operators the "how", "when", and "why" of providing customer service to passengers, coworkers, and supervisors, including making



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customers feel welcomed, establishing boundaries with customers, seeking assistance, communicating positively, problem-solving, and managing emotional escalation.

### ***CPR and First Aid Training***

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

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

- The importance of quick response to first aid situations
- Basic first aid intervention
- Basic adult cardiopulmonary resuscitation (CPR)
- Universal precautions for self-protection

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

- Shock
- Bleeding
- Poisoning
- Burns
- Extreme temperatures
- Musculoskeletal injuries
- Animal bites and insect stings
- Medical emergencies
- Confined spaces

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





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## Dispatcher Training

### *On-the-Job Training*

Dispatcher training is administered across a 40 hour work week, primarily as on on-the job training. During the course of that training, the following subjects are covered:

- **Company Orientation:** About MV, employee handbook, company policy and procedure
- **Dispatcher Overview:** Introduction to the job, roles and responsibilities
- **Service Area:** Local geography familiarization
- **Customer Service:** Answering information calls, receiving customer comments
- **ADA:** ADA regulation and requirements for fixed route service
- **Telephone Doctor:** Telephone courtesy, customer relations and problem solving techniques (see description below)
- **Radio Protocols:** Radio communication codes, emergency management over radio
- **Vehicle Monitoring & Personnel Control:** rollout log, bus assignments, use of standby/extraboard, daily labor control, checking DVIs and paperwork.
- **Operator Supervision:** Reasonable suspicion, including video and handouts of the dispatchers' role in administering FTA drug and alcohol regulations. Includes attendance procedures, extra board management, and time clock management.
- **Emergency Procedures:** Accident / incident procedures, security and incident procedures, DOT emergency action plan implementation strategies, communicating to ensure prompt and appropriate response. Training for events such as passenger illness on bus, natural disasters, vehicle breakdowns, severe weather, violent passengers, etc.

### *Telephone Doctor Customer Service Training*

In addition to on the job training, dispatchers and all office staff are required to attend the Telephone Doctor customer service training. This is a 2.5 hour program that focuses on improving communication with customers. The eight training modules are as follows:





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- **The Service Mentality:** This teaches the proper mind-set for serving passengers, and identifies and highlights the basic characteristics and traits of excellent customer service.
- **Determining Needs:** Focuses on listening skills and questioning techniques, and teaches trainees how to become effective listeners.
- **Changing Perception:** Learning non-visual communication and relaying a positive attitude on the phone.
- **Coaching Skills:** Ways to improve performance and develop managers and supervisors through training, coaching and counseling,
- **Five Forbidden Phrases:** What they are and how passengers will react, and how to change the message to achieve results.
- **Six Cardinal Rules of Customer Service:** Real-life examples of what to do (and what not to do) when faced with common situations.
- **Proactive Customer Service:** Building rapport with regular callers, and providing adequate information the first time.
- **The Welcomed Guest:** Enhancing employees' ability to represent the service.

### Road Supervisor Training

In 2013, MV again partnered with AVATAR in the creation of a custom road supervisor development program. The program comprises six courses designed to improve coaching ability, increase safety awareness, and ultimately reduce incident frequency and improve customer satisfaction. The training program uses an adult learning platform that addresses the following topics:

- *Observation Techniques:* This provides an overview of the training and discusses the role of the road supervisor in shaping operator behavior. Trainees learn how to properly observe operator performance.
- *At-Risk Operator Behaviors:* Trainees learn to identify and correct behaviors that put operators at risk for accidents.
- *Teaching Triple L-C in the Field:* Trainees learn how to give specific feedback to operators about driving defensively and preventing accidents by using the Four Driving Principles to Safety. (Look Ahead™, Look Around™, Leave Room™, Communicate™)





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- *Communication Essentials:* Trainees learn effective communication methods and develop skills to improve operator outcomes through increased positive communication.
- *Coaching the Professional Operator:* This course teaches trainees the basics of coaching professional operators. A distinction will be made between coaching, training, and orientation. Additionally, this course will discuss the two types of coaching as well as teach supervisors how to coach and deliver feedback.
- *Accident Investigation & Follow-Up Procedures:* Trainees learn the techniques for gathering complete, accurate and objective accident data used to arrive at true root causes and determine corrective action. They learn to further examine and analyze data as a means of preventing injuries, property damage and financial losses.

## **Maintenance Training**

### ***Basic Training***

Candidates hired to MV's shop are required to have the maintenance experience necessary to perform their duties. Once hired, a company orientation and on-the-job training in MV and County policy, procedures, and requirements is provided. This training is provided by the maintenance manager and the shift lead.

Basic maintenance training includes a demonstration of all tools and equipment (including Trapeze Enterprise Asset Management (EAM), and review of all safety procedures and hazmat requirements. Upon completion of initial orientation, MV also provides basic training in the following areas:

- Basic repair skills/preventive maintenance
- Basic electrical training
- Air systems and brakes
- Alternative fuel safety and inspection
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating







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### ***Ford Motor Company Training***

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

### ***ASE Certification Program***

MV supports its technicians in attaining ASE certification, and pays for all practice tests and materials, as well as all testing fees. MV encourages its team to strive for ASE Master Certification, and offers a \$1000 bonus for employees who obtain and maintain an ASE Master Technician certification status. This bonus is payable six months into the first calendar year of attaining certification. If an employee attains more than one Master Certifications, they become eligible to receive a \$500 annual bonus.



### ***Factory and Manufacturer Training***

MV coordinates with its parts and equipment vendors for periodic and ongoing technician training. The company provides OEM factory training from Ford, General Motors, Cummins, and Detroit Diesel, and works directly with manufacturers (including Gillig, El Dorado, Orion Ford, Chevrolet, Delco, Ricon, Braun, Goodyear, Supreme, and Bluebird) for training.

## **h. Recruitment and Replacement**

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

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

MV employs a number of strategies to reduce turnover in its local operations, including:

- **Competitive wage scaling:** By researching nearby job competition to understand what financial packages best meet the needs of the local employment market.
- **Continued education:** Ongoing training improves job attractiveness, keeps employees motivated and engaged, and demonstrates MV's willingness to invest





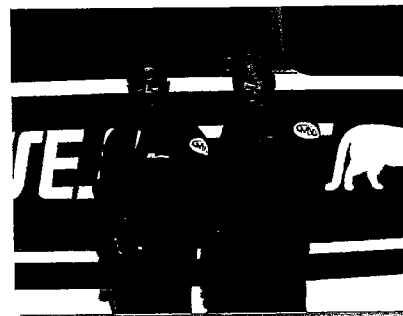
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in its employees. MV provides on-the-job training, offers a number of continued training opportunities via web-based packages, hosts companywide training classes, and encourages employees to obtain new certifications.

- **Opportunities for promotion:** MV is committed to promoting from within and will maximize those opportunity as much as possible.
- **Employee recognition programs:** Employees that demonstrate proficiency in their jobs, and those that set the standard for exemplary performance are rewarded in employee recognition programs.

**i. Uniforms and Identification Badges**

MV will work with the County to establish a formal uniform policy by which all operators must abide. MV will seek the County’s input on uniform design and color scheme in order to improve the visibility and recognition of the Shuttle operator team.



All vehicle operators are required to wear a uniform provided by MV. Uniforms will include shirt/blouse or collared polo shirt, and slacks, skirt, or Bermuda shorts. Uniforms are kept clean and neat at all times. While on duty, operators wear nametags with their names and badge numbers clearly visible at all times. All of these items are collected from any operators being separated from MV.

**j. Communications**

**Dispatch and On Road Communications**

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

Operators must complete the run sheet, indicating the arrival and departure time of each stop. Before leaving the last stop to return to base, operators must contact dispatch and walk through their bus, making sure the vehicle is clean and that no lost items are on the vehicle and that all passengers have exited the bus.





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MV's dispatch team will continually monitor service delivery in order to quickly resolve any issues that arise.

At the end of the service day and/or upon completion of the route, operators will return to the yard and radio the dispatcher upon arrival at the yard so the dispatcher can record this time. Operators will complete the post-trip inspection, tidy up the vehicle, and return their keys and completed run sheet to the dispatcher. The dispatcher will check each operator out on the service log and review the Operator Log.

### **Effective Radio Communications with Dispatch**

All operators are trained in and required to follow the following radio communication procedures. Operators are expected to:

- Ensure the radio is functioning properly before departing the yard at the beginning of the shift. Report any malfunction immediately to dispatch.
- Use only MV-provided radio, which is limited to official business; personal messages are not to be broadcast.
- Avoid using rude, vulgar, abusive, or other unprofessional language on the radio, which is expressly prohibited and may result in disciplinary action.
- Keep the volume on the radio at a level so that the operator can monitor transmissions from dispatch at all times, yet not so loud that it annoys the passengers.
- Always keep the microphone in the mic holder. This will prevent open mic situations.
- Avoid operating the radio while driving in demanding situations that will detract from safe driving, and must not attempt to use the radio or transmit while driving on a curve or through a turn, or while entering or exiting the freeway.
- Monitor radio transmissions to make sure that the radio is open before attempting to transmit (watch the 'busy light'). This will keep the operator from interfering with other transmissions.
- Depending upon County policy, use either the route number or bus number when calling dispatch.
- Hold the microphone approximately two inches from the mouth when transmitting and hold down the microphone button for two seconds before beginning to speak. This will prevent the beginning of the transmission from being cut off.
- Plan messages in advance so that they are short and concise.





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- If a transmission has not been heard for more than five minutes, conduct a radio test with dispatch.
- If after three minutes of trying to reach dispatch there is still no response, move the vehicle to a new location and try again. If still unsuccessful, find a telephone (land line) and call the office as soon as possible.
- Use the radio to contact dispatch immediately after an accident (however minor). Failure to do so may result in discipline up to and including termination.
- Follow all instructions from dispatch; the dispatcher is the operator's immediate supervisor while in service.
- Use County or MV provided codes whenever possible to expedite and clarify radio communications.

### **Communication with the County**

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

### **k. Response to Contingencies and Emergencies**

MV's supervision, safety, and maintenance programs will minimize the number of delays, preventable incidents, and road calls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.

A core component in service reliability is the appropriate deployment of protection and/or backup service. MV's operational plan offers the following measures to ensure service reliability, minimize deadhead, and improve operational efficiency:

- Assignment of extraboard shifts during peak hours
- Daily assignment of standby operators
- Assignment of pre-tripped, standby vehicles the operating facility
- Support vehicles dedicated to operator relief

### **Extraboard Operators**

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of an operator deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the division, they are provided route paddles to assist them in throughout the service day.





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## **Standby Operators**

Standby operators are posted at the facility, and are available to relieve service in the event of an operator illness, road call, or any incident that results in a vehicle being placed out of service for any extended period of time.

When a standby service is required, the standby operator will respond directly to the scene of the incident, and when necessary, meet the in-service vehicle in order to efficiently transfer passengers. The standby operator will continue the remainder of the route until shift end or otherwise directed by dispatch.

## **Backup Vehicles**

Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or road call.

## **I. Transition Plan**

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

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

## **Implementation Methodology**

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

MV follows a detailed startup schedule that identifies each task, subtask, dependent tasks, duration/timeline, and staff assignment. This is a fluid document that will be appended and adjusted as tasks are completed and if additional needs arise. An item





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on the schedule will not be marked “complete” until it is verified by the startup manager.

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

### Management Approach

Mr. Fadi Chakbazof will oversee all startup activities and serve as MV’s full-time transition manager for this project. He will work closely with Mr. Allan, the local management team, and regional resources to direct all elements of the transition.

The table below represents the responsibilities of MV’s transition team.

<b>Transition Duties</b>	<b>Responsible Team Member</b>
<b>Team Oversight</b>	Fadi Chakbazof, Regional Vice President
<b>Client Liaison &amp; Contract Compliance</b>	Fadi Chakbazof, Regional Vice President Steve Allan, Project Manager
<b>Scheduling &amp; Operator Assignments</b>	Steve Allan, Project Manager
<b>Operator Training &amp; Recruiting</b>	Lina Parten, Safety & Training Manager
<b>Security / Emergency Planning &amp; Assessments</b>	Lina Parten, Safety & Training Manager Teryl Woods, VP of Safety
<b>Human Resources</b>	Cristina Pereira, Director of Human Resources
<b>Passenger Relations</b>	Steve Allan, Project Manager
<b>Service Quality &amp; Contract Liaison</b>	Steve Allan, Project Manager Doug Gies, President Southwest
<b>Fleet Transition, Maintenance, Equipment &amp; Facilities</b>	Kenny Pouncey, Director of Maintenance Martin Camargo, Maintenance Manager
<b>Personnel &amp; Training</b>	Teryl Woods, VP of Safety
<b>Budgeting &amp; Finance</b>	Kimberly Friedmann, Director of Accounting

### Resource Transition

#### Personnel Resources

The continued presence of the current workforce promotes consistency, experience, and tenure in service. MV strives to retain as many of the current employees as possible, provided they meet the minimum qualifications, have a strong employment record, and receive County approval. These individuals will be retained in their present position, at their current seniority.





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All employment offers made will be subject to successful completion of duties with the current provider and pending completion of required pre-employment background checks, drug screens, and other required certifications.

### ***Vehicle Operator Training***

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

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

MV will request access to each employee's training file. This information is legally available to each employee; however, it is more efficient to work directly with the outgoing service operator to obtain these files. Should this request be denied, MV will advise employees to obtain copies of their training files directly.

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

### ***Fleet Transition***

MV has extensive experience in fleet transitions and understands the provisions of this process. MV will schedule fleet acceptance inspections with the County and the outgoing service operator. These inspections will occur prior to transitioning the fleet, with ample time to complete any necessary corrective maintenance.

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

### ***Outreach***

#### ***Personnel Outreach***

MV will retain as much of the existing workforce as possible. To keep this team engaged and informed throughout the transition period, MV will meet with these employees immediately upon contract award.





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Scheduled informational sessions will explain the transition process and will be held during off-peak service hours. MV staff will be available at these meetings to assist existing personnel with the MV application process.

A toll free number will also be provided to employees that wish to call with questions or concerns about the transition process. Providing multiple avenues for these employees to communicate with MV's team will build their confidence and trust during this important period.

There will likely be a few employees who may not qualify or accept a position with MV. MV's transition team will actively recruit new employees during the transition period to fill any open positions.

### ***Working with the Community***

The transition period is an excellent opportunity to establish positive relations with the passengers and learn their perspective on service quality.

To foster regular and consistent communication, MV will establish a Passenger Transition Committee. This committee comprises passengers, County staff, MV staff, community members, and/or advocacy groups. Together, they proactively manage transition issues and challenges.



Steve Allan will facilitate this committee, and establish clear, open and honest communication about how the transition is progressing.





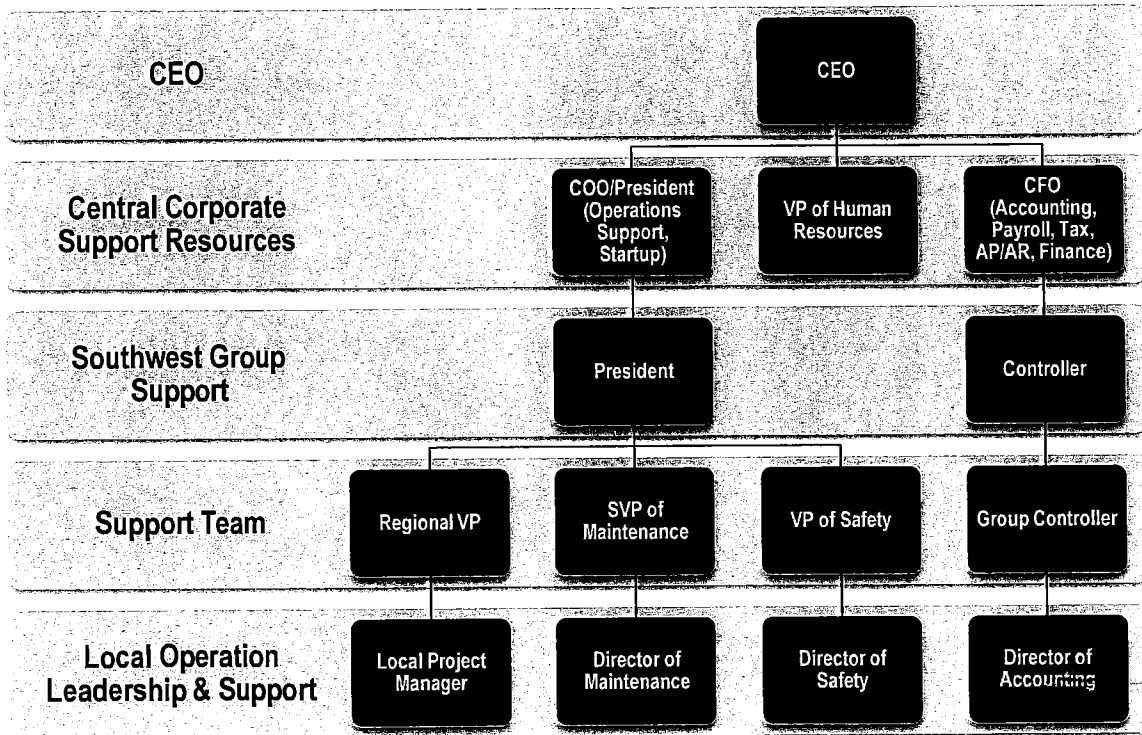


## 7. Quality Assurance Program

### a. Policies and Procedures

As project manager, Mr. Allan will be responsible for monitoring compliance with policies and procedures and addressing any passenger inquiries or complaints.

MV's organizational structure supports ongoing quality controls that confirm service is delivered in a manner that is safe, professional, efficient, and cost effective. The program starts with the local operation, is audited and monitored by the regional operations staff, and is supported by the resources and staff of central corporate operations.





## **Operational Control Programs**

### ***Road Supervision and Operator Evaluations***

Road supervisors are stationed in the service area and are available to respond to any in-field issues that affect service delivery. This includes but is not limited to incidents, passenger disturbances, medical emergencies, vehicle breakdowns, and/or service delays/detours. When needed, they mitigate these service challenges and work with the operator and dispatchers to expediently resume service. Road supervisors also perform operator evaluations, which occur daily and include ride checks/ride alongs, mobility device securement spot checks, and pull out inspections. These evaluations ensure that each operator is performing his or her duty in the correct and safe manner. Observations made may be used to identify retraining needs. All evaluation forms are retained in each operator's file.

### ***Dispatch Monitoring***

Dispatchers continually monitor service throughout the day to ensure routes remain on time and on schedule. They respond to vehicle operators' requests for assistance, coordinating replacement vehicles as needed.

The project manager will oversee the dispatch office to confirm operators receive the appropriate and responsive support. This person will monitor call hold times to make sure calls are responded to in an efficient manner, and they will be available to respond personally callers requesting to speak to a supervisor.

## **b. Inspection Fundamentals**

All of MV's locations are required to undergo periodic safety and maintenance audits and inspections. These activities are as follows:

**Safety Inspections (performed by: safety and training manager, frequency: monthly)** – The safety training manager performs safety inspections of the facility work environment monthly. Deficiencies are identified, documented, and corrected. All findings are reported to the regional director of safety, who will follow up on these items during the semi-annual audits.

**Safety Audits (performed by: director of safety, frequency: semiannual)** – The safety audit is a full day inspection of the operating facility in which the regional director ensures all safety elements are in place and performing as designed. The location is audited for compliance with company and customer safety policies, rules, regulations, standards, codes, procedures and requirements. During this review, all





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employee training files are reviewed for compliance. All safety-related programs, issues, awareness, and reporting are reviewed for effectiveness and recommendation.

**Facility Audits (performed by: regional director of maintenance, frequency: annual)** – Facility audits include an inspection of the operating facility and a preventive maintenance inspections of all facility systems and subsystems. In addition to facility audits, locations undergo annual fire inspections and insurance underwriter inspections.

**Preventive Maintenance Inspection “Rerack” (performed by: maintenance manager, frequency: monthly)** – This reviews the quality and completeness of preventive maintenance inspections. The inspector will completely reinspect 10% of the fleet under the PM inspection to ensure completeness.

**Semi-Annual Shop Audit (performed by: regional director of maintenance, frequency: semiannual)** – This audit includes a review of the facility, environmental compliance, tools and equipment, office administration, records and maintenance safety and training.

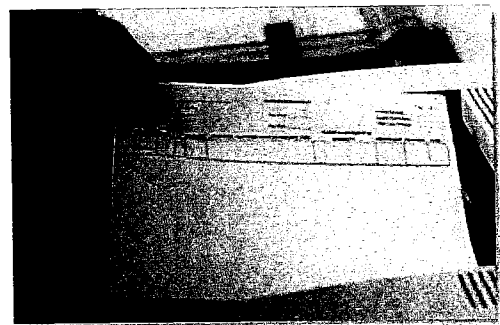
Regarding MV’s method to correct deficiencies, MV requires that an action plan be developed to resolve any issues identified. The action plan is monitored by the regional vice president to ensure successful results.

Samples of quality assurance review forms are included in the appendix for the County’s review.

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

### c. **Quality Control Documentation, Review, and Reporting**

Operational reporting provides service statistic necessary to gauge service quality, ensure contractual compliance, acquire transit funding, and for completion of all National Transit Database (NTD) reporting. MV uses the Lawson Accounting and HR ERP and other third party data collection systems.



As required, MV will track the performance requirements as outlined in Exhibit F, to ensure it is meeting the standards outlined by the County and the Company:



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- Permanent service vehicles;
- On-time performance;
- Service vehicle not available;
- Complaints;
- General reporting;
- National Transit Database reporting;
- LACMTA Re audit of annual NTD report
- Weekly maintenance inspections;
- Daily vehicle inspection (DVI) reports;
- Preventive maintenance;
- Shutdown of vehicles;
- Deficient vehicle condition;
- Vehicle emissions (engine smog);
- Permanent vehicle rejection;
- Incorrectly set destination signs;
- County service vehicle warranty;
- Off-routing;
- Controlled substance and alcohol testing;
- Maintenance personnel;
- Trips not made;
- Non-ADA service vehicle;
- Violation of storage and maintenance facilities;
- Storage of County service vehicles;
- Implementation of email and internet access;
- 24-hour contact;
- Unresolved service vehicle claims;
- Service vehicle transfer audit;
- Health, safety and comfort;
- Personnel;
- Timely repairs to County-provided service vehicles;
- Fines by regulatory and governmental agencies; and
- AVL devices

It is also important to update the team on its performance; MV continuously updates and shares performance results during location safety meetings.

MV will maintain all records for the life of the contract through its fleet management computer system. All documents are available to the County.





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## Customer Feedback and Quality Measurements

Safety, maintenance, and operational statistics tell MV's team how it is performing within its contract – relative to contractual and industry standards; however, not all performance measurement is quantifiable. MV's regional team will maintain an open and honest dialogue with its customers to ensure the company is meeting quality standards.

MV's regional vice president and vice president of business development will meet frequently with County staff to discuss the local team's performance. As needed, these individuals will garner additional resources necessary to correct any issues.

Please refer to proposal section 13. *Record Keeping* for additional information.





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## 8. Subcontractors

MV will not use subcontractors in the performance of this work.



MV TRANSPORTATION, INC.



## 9. Equipment/Proposer-Provided Spare Service Vehicles

### a. Equipment



All proposed equipment is listed on Form PW-19, provided with this proposal. Please refer to the appendix of this proposal for additional detailed vehicle information.

In addition to the County provided vehicles, MV will provide one new 2014 ADA and CARB compliant, Starcraft Allstar 25ft. CNG Cutaway

vehicle that meets all specifications outlined in Exhibit A and Exhibit I detailed in the vehicle specifications list below.

#### Scenario A:

MV will provide the entire fleet comprising 3 new 2014 ADA and CARB compliant, Starcraft Allstar 25ft. CNG Cutaway vehicle that meets all specifications outlined in Exhibit A and Exhibit I detailed in the vehicle specifications list below.

#### Scenario B:

In addition to the County provided vehicles, MV will provide one new 2014 ADA and CARB compliant, Starcraft Allstar 25ft. CNG Cutaway vehicle that meets all specifications outlined in Exhibit A and Exhibit I detailed in the vehicle specifications list below.

### Vehicle Specifications

Minimum 14,000 LB GVWR

7,000 lbs. front axle (GAWR)

10,000 lbs. rear axle (GAWR)

Spring suspension front and rear (option for rear air)

159 to 178 inch wheelbase

Four-Wheel Disc Brakes





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20- or 16-passengers with two-wheelchair positions

Vertical stanchions throughout perimeter seating

86,000 BTU passenger area air-conditioning system

24,500 BTU operator area air-conditioning system

35,000 BTU passenger area heater

Passenger pull cord system

"Stop Requested" sign

Backup alarm

Rican model S or K Series fully automatic wheelchair lift to include: manual backup, handrails, California brake interlock, lift pad kit, platform lighting, meeting all ADA requirements

ADA-compliment securement system for two-wheelchair passengers

10 lbs. ABC Fire Extinguisher, first-aid kit, reflector kit

Outside signage

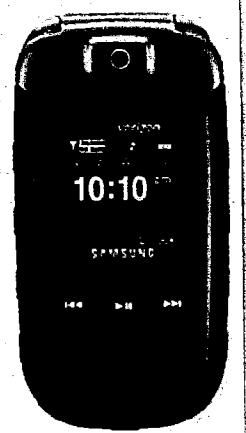
Fare box

## b. Communication Equipment

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

- **Service Vehicle Communication Equipment:** MV's proposal includes the Verizon push-to-talk network for use by vehicle operators. The units are the Samsung Convoy 2. Each phone has its own dedicated push-to-talk number. MV will have a sufficient number of radios for all necessary personnel in the network for push-to-talk. There will be unlimited coverage throughout the entire service area and Verizon Network.

This system enables dispatch or management team to talk discretely to each vehicle separately or to all vehicles at the same time. This improves one-on-one communication with operators.







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MV will have spare units on hand. If one should break down on a vehicle that is in service, MV's road supervisor will meet the vehicle at its next stop to replace the unit.

- **Internet Access and Email:** MV's location is equipped with Internet access. All managers have access to email communications. The County will have access to MV's team through email, business phone land lines, and individual cell phones.
- **Business Contact Telephone Number:** MV will establish a business telephone line specifically for this service that meets all County requirements.
- **24-Hour Contact Information:** A 24-hour contact (Mr. Allan) will be provided to the County. All County requirements regarding emergency contacts will be met.
- **Automated Vehicle Locator (AVL) Devices:** MV understands that the County may install AVL devices on the County owned service vehicles which will be used to monitor engine or emission malfunctions and are GPS equipped. MV will work in partnership with the County to implement and safeguard this system. MV also understands that the County may install AVL devices on the primary (not spare) vehicles that are MV owned. MV will ensure that the devices do not violate the Collective Bargaining Agreement and will hold the County harmless from any claim by its employees against the County arising out of the installation or use of these devices.

**c. Equipment Maintenance Program**

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



Across North America, MV maintains vehicles of varying make, model, and fuel type. The experience of its maintenance team ranges from the maintenance and cleaning of 60' articulated buses to sedans. MV's maintenance operations are supported by a team of industry experts who have extensive experience in transit vehicle maintenance and repair.





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

**c.1. Service Vehicle Condition**

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

MV understands its obligations under CHP regulatory compliance, and its locations have a superior history with these inspections.

**c.2. Warranty Work (County Service Vehicles Only)**

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

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

MV will also perform warranty repairs to the body, doors, body electrical, seating, flooring, etc. using the prescribed warranty procedure. MV will submit claims for reimbursement after repairs are made.

MV will use the Trapeze Enterprise Asset Management (EAM) maintenance management information system to track warranty repair.

**c.3. Service Vehicle Appearance / Cleaning / Fumes**

MV's effective vehicle cleaning program ensures a clean, professional looking fleet. MV's vehicle service worker will handle all cleaning and fueling responsibilities. MV





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will maintain a log of its cleaning activities to document compliance with the County's requirements, which will be kept in the maintenance files.

### Service Vehicle Interior

The interior of each vehicle will kept free of litter and debris. Daily, the vehicles will be dusted, swept and/or vacuumed, and floors will be mopped. Upholstery, interior panels and windows will be cleaned as needed. Windows, seats, stanchions, grab rails, and floors will be washed weekly (minimum). Gum, grease, dirt, and graffiti will be removed daily from all interior surfaces. Vehicles with damaged seats



and upholstery will be removed from revenue service immediately, and will be repaired in a professional manner or replaced with identical materials. Ceilings and walls will be cleaned as needed to maintain a professional appearance. As needed, vehicles will be exterminated. Vehicles will not be placed into service while any fumes remain on the vehicle.

### Service Vehicle Exterior

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

### Fumes

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

### Graffiti

To support the County's zero tolerance for graffiti, any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public (including damaged upholstery), will be brought to the attention of Mr. Camargo, who will assign repairs. MV understands that it must immediately repair graffiti to eliminate hazards, minimize discomfort and maintain the fleet's appearance. No vehicle will be returned to service until graffiti is completely removed.





#### c.4. Daily Pre-trip and Post Trip Vehicle Inspection and Servicing

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.



During peak pullout periods, at least one (1) supervisor is in the yard to oversee the DVI process. This person will monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service, the mechanic will communicate the change with the dispatcher, who will assign a backup vehicle (which is already pre-tripped) to the operator. The mechanic will place the vehicle out of service and perform all required Lock-Out-Tag-Out procedures.

If the mechanic can make the repair quickly and easily, he or she will do so, and the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

#### Daily Vehicle Inspection Repairs

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





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The mechanic performs an initial assessment of the issue to determine its severity and if the vehicle can be repaired in time for pullout (for example, a bulb or fuse replacement), or if the vehicle needs to be placed out of service (for example, the wheelchair lift is not cycling.)

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

### c.5. Wheelchair Lifts and Ramps

No vehicle is permitted to enter service without a safe, functioning lift/ramp. During the daily vehicle inspection each operator is required to cycle the vehicle lift to confirm proper operation. If a lift does not cycle or cycles improperly during the DVI, the operator must notify a supervisor who coordinates repair and/or delivery of a replacement vehicle.

Mobility device lifts are inspected and cycled at each preventive maintenance inspection cycle. This includes the replacement of worn components and cleaning gears.



### c.6. Destination Signs

All operators will be trained in the use of destination signs. Any out of service vehicle or vehicles entering service or returning to the yard (deadheading) will set destination signage to “Not In Service”.

MV employs properly trained technicians who are able to inspect, diagnose, and repair the various electronic on board systems, including but not limited to destination signs, passenger counters, AVL/GPS, vehicle health monitors, and video systems. These devices’ manufacturers provide OEM recommendations relative to inspection cycles, which will be followed to ensure proper operation at all times. MV will stock all necessary parts and materials to ensure timely repairs.

### c.7. Maintenance Program

#### i. General Scope

MV understands its responsibilities relative to vehicle maintenance and cleaning. MV will conduct all maintenance operations from its fully





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equipped, functioning maintenance shop at its Paramount, California location.

**ii. Parts and Fluids**

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

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

**iii. Service Vehicle Damage**

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

**Body Repair**

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

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

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

**Major Repairs**

Major component repairs are performed by qualified local vendors. MV typically identifies one or more local vendors from which to purchase rebuilt engines or in-chassis overhauls. Depending on the local resources available,





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and their associated costs, MV will determine the most advantageous approach; however, when possible MV prefers to purchase rebuilt engines.

MV contracts with local vendors for the purchase of rebuilt transmissions, or to have existing transmissions rebuilt. MV’s maintenance team handles all transmission removal and replacement/installation.

**iv. Preventive Maintenance Schedule**

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

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

Preventive maintenance inspections are often performed by mid-level technicians (B or C) and are scheduled in advance, within 500 miles of the required interval, or pursuant to contractual requirements. The maintenance team works with operations to identify those vehicles required for inspection, and schedules inspections in a manner that maximizes fleet availability during peak hours.

All preventive maintenance inspection data is recorded in the Trapeze Enterprise Asset Management (EAM) maintenance software, a web based package provided by MV.

The mechanic performing the preventive maintenance inspections has the vehicle file available for reference purposes. Any minor deficiencies noted in the file which were identified during the DVI process or otherwise logged in the vehicle file will be addressed and repaired at that time.

**Oil Analysis**

Using the Trapeze Enterprise Asset Management (EAM) maintenance management information software (described below), MV will determine which vehicles are due for a preventive maintenance inspections two weeks out. A list of those vehicles will be provided to MV’s vehicle service worker, who will pull an oil sample while the engine is still hot, using a probalyzer fluid sample kit.





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Engine oil will be sampled one week or 500 miles prior to each A inspection / oil change, and transmission oil will be sampled one week or 500 miles prior to each A inspection/service, not to exceed 24,000 miles between samplings.

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

The image shows two pages of a Titan CheckUp Fluids Analysis report. The left page is a detailed table of test results for engine oil, including items like Oil Level, Oil Pressure, and various chemical tests. The right page shows a summary of the analysis, including the date (08/24/2010), the technician (JOEY SCHE), and the vehicle information (Natural Gas Engine). Both pages feature the Titan CheckUp logo and contact information for Titan Labs.

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

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

MV will inform the County at least seven calendar days in advance of the oil sampling dates, and will provide the County with a copy of the results of analysis within one business day of receipt.

v. Brake Inspection/Adjustment

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

vi. Heating, Ventilation, and Air Conditioning

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







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Passenger compartments must be regulated to maintain comfortable temperatures at all times and under all climate conditions. During each PM cycle, the HVAC systems are inspected to ensure they are functioning and do not have leaks. The condition of all brushes and fan motors are inspected, and filters are changed.

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

The table below represents MV's Air Conditioning PM cycle. A detailed inspection checklist is included in the appendix of this proposal.

Monthly 6,000 Miles	Quarterly 18,000 Miles	Yearly Pre- Season	Check condition of or service the following:
<b>REFRIGERATION/HEATING</b>			
•	•	•	Check refrigerant charge (ball floating in top receiver tank sight glass).
•	•	•	Visually inspect condition of refrigerant hoses and tubing.
•	•	•	Visually inspect for leaks of refrigerant and oil.
•	•	•	Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.
	•	•	Install service gauge manifold set and check system operating pressures, temperatures and suction line conditions.
		•	Check evaporator pressure regulator (EPR) valve operation.
		•	Replace liquid line dehydrator. <b>NOTE: The dehydrator should be changed anytime the system is opened.</b>
		•	*Check hot water control valve operation (when equipped).
<b>COMPRESSOR/CLUTCH</b>			
•	•	•	Visually inspect clutch armature for wear and overheating caused by slippage



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•	•	•	Visually inspect compressor drive belts for excessive wear, tension and alignment (refer to bus manufacturer and/or belt supplier for proper tension).
•	•	•	Check compressor oil level and color (1/4 to 1/2 way up on the sight glass after 15 minutes operation—X426/X430 compressor).
	•	•	Check clutch air gap.045±.005 in. (1.143 ± 0.127 mm) and surface flatness—X426/X430 compressor.
•	•	•	Check compressor oil level and color (1/2-7/8 way up on the sight glass after 15 minutes operation—4GB compressor).
		•	Steam clean compressor and clutch
		•	Check clutch coil resistance and voltage.
		•	Lubricate clutch bearing
		•	Check high pressure and low pressure cutout.
		•	Check compressor oil for acidity.
		•	Check compressor efficiency.
		•	Check compressor oil pump pressure.
<b>ELECTRICAL</b>			
		•	Check thermostat cycle sequence on all modes (e.g., cool/reheat, vent/heat).
		•	Check 125 ampere batteryless alternator excitation voltage and voltage output and inspect brushes and bearings (when equipped).
		•	Visually inspect alternator drive belts for excessive wear, tension and alignment.
		•	Clean alternator, check for signs of corrosion, and check wire connections.
	<b>Semi-annually</b>		Check evaporator/heater blower motor speed, voltage and amperes (all motors).
	<b>Semi-annually</b>		Inspect evaporator/heater blower motor brushes, commutator, bearings (brush type motors).
	<b>Semi-annually</b>		Check condenser fan motor speed, voltage and amperes (all motors).
	<b>Semi-annually</b>		Inspect condenser fan motor brushes, commutator, bearings (brush type motors).



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	<ul style="list-style-type: none"> <li>• Clean control panel area and return air sensor with compressed air. NOTE: The control panel area and the return air sensor may need to be cleaned more frequently.</li> </ul>
	<ul style="list-style-type: none"> <li>• Check boost pump (OEM supplied) motor operation, and inspect brushes (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• Inspect all wires and terminals for damage or corrosion. NOTE: If corrosion is present, clean terminals with electrical contact cleaner.</li> </ul>
	<ul style="list-style-type: none"> <li>• *Check condenser pressure switch/condenser motor high and low speed operation (when equipped).</li> </ul>
	<ul style="list-style-type: none"> <li>• *Check freeze thermostat (when equipped).</li> </ul>
<b>STRUCTURAL</b>	
•	Inspect condenser coil for cleanliness.
•	Inspect evaporator coil for cleanliness.
•	• Visually inspect unit for loose, damaged or broken parts.
•	• Clean or replace return air filter (more frequently if necessary).
	• Clean condenser and evaporator drains. Make sure the evaporator drain hose check valves (kazoos) are in place and in good condition.
<b>Semi-annually</b>	Lubricate evaporator fanshaft bearings
	• Visually inspect engine coolant hose and hose clamp condition on heater coil system.
	• Clean condenser and evaporator coils.
	• Check engine coolant for antifreeze protection down to -30 F (-34 C) to prevent heater coil freeze up.
	• Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).
	• *Check condenser air seals and air deflector (when equipped).
	• Check evaporator blower shaft coupling adjustment and alignment (when equipped).
*If applicable.	
**Twice monthly during air conditioning season.	





## **vii. Spare Parts**

An appropriately stocked parts inventory is critical to a productive yet cost-effective maintenance shop. MV tracks all parts inventories and use in the Trapeze Enterprise Asset Management (EAM) maintenance management information system. When appropriate, MV assembles parts kits for standard tasks, such as PMIs. This expedites the time needed to check out and inventory parts.

All vehicle and equipment parts are secured in a parts room/closet, which is locked when not attended. Both random/spot and planned inventories are performed to confirm all parts usage is accounted for and any discrepancies are investigated.

### **Original Equipment Manufacturer (OEM) Parts and Specifications**

MV follows all OEM specifications and uses only OEM parts (or equivalent). This prevents safety hazards while promoting best practices. OEM practices minimize the frequency of unscheduled maintenance, thus improving service quality, reducing costs, and maximizing fleet availability.

## **viii. Towing**

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

## **c.8. In-Service Vehicle Breakdown**

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

- If the operator can resolve the issue on his or her own; in which case the technician will remain on the radio and coach the operator as needed until the situation is resolved.
- If a replacement vehicle is needed, the mechanic may deliver the vehicle himself/herself, or work with dispatch to send a standby operator to the field to





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transfer the passengers and resume the route. MV will respond with an ADA compliant vehicle within 30 minutes.

- If the mechanic must report to the field to resolve the issue and deliver the vehicle back to the yard.
- If a tow/wrecker service is required; in which case, the mechanic will work with dispatch, who will coordinate this process.

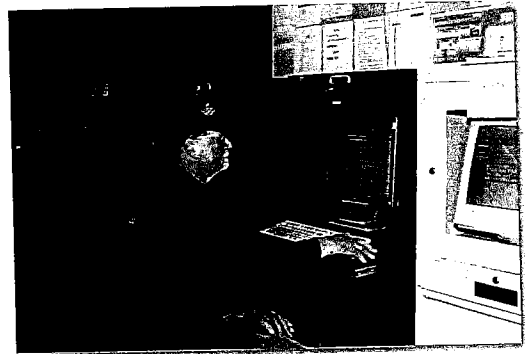
A vehicle breakdown form is completed for every road call and stored in the vehicle file. Information about the road call is also entered into the Trapeze Enterprise Asset Management (EAM) maintenance management information system.

### c.9. Service Vehicle Maintenance Record Keeping

MV will provide the Trapeze Enterprise Asset Management (EAM) maintenance management information software. This system is a thin client, web based interface that MV's maintenance team can access from one or more workstations in the shop. The software integrates with a myriad of systems including fuel management and mobile/on board/handled inspection tools.

Over the past decade, MV has strengthened its partnership with Trapeze/Maximus to deploy this product in approximately 90 percent of its maintenance shops. As such, MV is adept in its management and use.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and technician training/certification. All preventive maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.



Formerly known as FleetFocus, this product was recently acquired by Trapeze, who also purchased development rights to the system. Under its latest upgrade under the brand Trapeze EAM, the system will enable integration with the Trapeze scheduling software. Additionally, this upgrade includes a Store Keeper Portal which enhances the purchase order process, improving purchase order generation and receipts. Additional features include a Shop Activity Portal where technicians document their





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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activities, and a supervisor portal, where scheduling of preventive maintenance inspections and other repairs is greatly augmented. This system contains an Ad Hoc Reporting Query screen that enables end users to modify or generate their own reports – eliminating the need for custom report development, and ensuring that MV will satisfy the reporting requirements set forth by the County. Mr. Camargo will ensure all vehicle files (electronic and hard copy) are complete and well organized.

### c.10. Applicable Vehicle Codes and Regulations

MV operates hundreds of vehicles across the State of California, and is intimately familiar with the safety standards outlined in Title 13 and CHP Motor Carrier Safety Regulations. All vehicles will be maintained pursuant to these standards. The company welcomes CHP inspections and has maintained an outstanding record of achieving satisfactory ratings.

#### **Maintenance Safety**

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

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

All MV shops must follow company issued standards regarding housekeeping, first aid/emergency equipment, personal protective equipment (PPE) availability, signage/posters and MSDS availability.

Director led maintenance shop and facility audits are performed annually to verify that all maintenance activities conform to MV's safety policies.

#### **Lock Out Tag Out**

The lock-out/tag-out procedure prevents vehicles or other power equipment that are out of service for repair from being accidentally used in service. This process includes the following actions:

- **Lock Out:** The vehicle or equipment is marked noting Out-Of-Service (OOS) and disabled when not being actively repaired.





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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- An Out-Of-Service marking is placed on the operator side windshield (or OOS cover placed on steering wheel) of any vehicle that is not safe to operate.
- Maintenance shop equipment must be secured, if damaged or not in use, to prevent usage until properly repaired. These items will be clearly tagged with a “DO NOT USE” sign.
- These markings will only be removed by maintenance department personnel.
- OOS status is noted on the vehicle maintenance board (and monitor)
- **Tag Out:** The vehicle is tagged out in dispatch so keys cannot be distributed

These procedures are reversed when returning a vehicle/ equipment to service

During shift or personnel changes, specific procedures are used to ensure the orderly transfer of lock-out/tag-out devices. This program is also reinforced through periodic inspection by shop, safety and operations management personnel.

Training and retraining is provided to all personnel to ensure a clear understanding of this process. Use of tagged out equipment is considered as a serious, unsafe act and is reason for discipline up to and including termination.

### Environmental Concerns

MV complies with all local, State and Federal regulations regarding waste maintenance. MV follows industry best practices regarding the handling, storage and disposal of maintenance end products. MV's policy and procedures for these processes will conform to all guiding environmental regulations.

MV's waste management programs are as follows:

- **Antifreeze:** Antifreeze will be properly stored in separate containers. And will employ a properly certified company to remove used antifreeze.
- **Parts Washing:** MV uses a water based parts wash with parts cleaners. This solution is environmentally safe and biodegradable.
- **Cleaning Solutions:** MV uses bio-degradable cleaning solutions from ZEP Manufacturing Company, [www.zep.com](http://www.zep.com).
- **Storm Water:** MV complies with all local, State and Federal regulations regarding storm water. MV will have a proper storm water plan on file, and all processes will be designed to keep all pollution out of the storm water drains. MV will use a floor scrubbing machine to pick up any spills, and water will be recycled through the water clarifier.
- **Waste Water:** All waste water is poured through the clarifier to filter and treat it before it is released into the sewer system.





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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- **Used Oil:** All used oil will be removed by a certified, insured recycling vendor. This vendor must have proper certification on file.
- **Used Filters:** MV uses filter crushers to condense filters before they are disposed of. All procedures regarding this process will be in compliance with local regulations.
- **Spills:** MV will ensure proper containment systems and containers are readily accessible throughout the facility. Mobile spill kits and proper containment are readily available to provide quick response to any spills in the field. All spills will be taken care of immediately and all containment materials will be properly handled and stored for future removal.
- **Sludge:** Sludge will be hauled away by a properly certified recycling company for proper disposal.
- **Freon:** All of MV's maintenance personnel will be either 608 or 609 certified in the proper use of AC recycling machines.







## 10. Financial Resources

MV is a privately held firm that has neither been bought by nor merged with another firm. The lack of this debt load associated with such transactions has allowed MV to control interest costs and keep money in the pockets of its customers and employees and out of those of lenders.

MV has provided its confidential audited 2010-2012 Financial Statements enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. MV has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Brad Cornelsen, Chief Financial Officer, at (707) 863-8980, extension 3009.





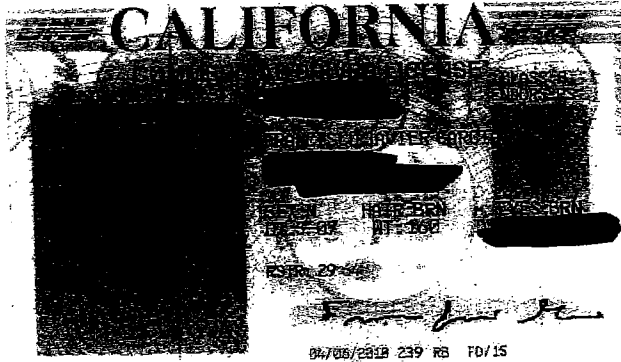
## 11. Licenses and Certifications

MV's proposal contains copies of its operators' valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) commercial driver's license for this service.

Regarding ASE certifications, MV makes the affirmative statement that all of MV's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE Certification in the H-4 ASE Transit Bus Brake test.

In addition, MV has included documentation that Mr. Martin Camargo holds the required ASE vehicle air conditioning system certification in medium/heavy duty truck, school bus or transit test series.





YTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**  
 DATE OF BIRTH MONTH DAY YEAR: 5/18/15  
 EXPIRES BIRTHDAY: [REDACTED]  
 DRIVER LICENSE NO.: [REDACTED]  
 STATE: CA  
 FULL NAME: FRANCISCO JAVIER GARCIA  
 STREET NUMBER: [REDACTED]  
 CITY: [REDACTED]  
 SIGNATURE OF LICENSEE: [REDACTED]  
 Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.  
 Date Issued: APRIL 06, 2010 Fee Paid \$10.00  
 AUTHORIZED DMV EMPLOYEE: [REDACTED] DMV ID NUMBER: [REDACTED]  
 DL 260A (NEW 4/03) **SEE OVER FOR RESTRICTIONS, IF ANY**  
 CUT ON DOTTED LINE

**MEDICAL EXAMINER'S CERTIFICATE**  
 I certify that I have examined FRANCISCO JAVIER GARCIA in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and with knowledge of the following duties, I find this person is qualified, and, if applicable, only when:  
 wearing corrective lenses  driving within an exempt territory zone (49 CFR 391.42)  
 wearing hearing aid  accompanied by a Staff Performance Evaluation Certificate (SPE)  
 accompanied by a \_\_\_\_\_  qualified by operation of 49 CFR 391.64  
 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: [REDACTED] DATE: JUN 13 2014  
 MEDICAL EXAMINER'S NAME (PRINT): EDGAR J. RUSSELL, D.O.  
 MD  Chiropractor  
 ND  Advanced Practice Nurse  
 Physician Assistant  Other Practitioner  
 MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NO./ISSUING STATE: 249564979  
 NATIONAL EXPIRY NO.: 249564979  
 SIGNATURE OF DRIVER: [REDACTED] DRIVER'S LICENSE NO.: [REDACTED] STATE: CA  
 ADDRESS OF DRIVER: [REDACTED]  
 MEDICAL CERTIFICATION EXPIRATION DATE: 01/13/2015

City Permit:



MV TRANSPORTATION, INC.

### MV Credential Form

#### Driver's License:

**CALIFORNIA COMMERCIAL DRIVER LICENSE**

EXPIRES: 02/10/2018

CLASSIFICATION: **TERMAINE GIVENS SR**

SEX: M HAIR: BRN EYES: BRN

REGISTRATION: 02/10/2014

#### VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH: [REDACTED] EXPIRES BIRTHDAY: 2018 DRIVER LICENSE NO. [REDACTED] STATE: CA

FULL NAME: **Termaine Lamar Givens Sr**

STREET NUMBER: [REDACTED]

CITY: [REDACTED]

SIGNATURE OF LICENSEE: [REDACTED]

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued: 02/19/14 Fee Paid \$10.00

AUTHORIZED DMV EMPLOYEE: [REDACTED] DMV ID: BLF 606 ID NUMBER: 12

DL 280A (NEW 4/00) **SEE OVER FOR RESTRICTIONS, IF ANY**

#### Medical Card:

**CERTIFICATE OF COMPLETION**

NAME: **TERMAINE GIVENS SR**

DATE: **JAN 13 2014**

EXAMINER: **R. TAUBEN**

CERTIFICATION NUMBER: **8369649656**

EXPIRES: **02/21/2016**

#### Certificate of Completion

Termaine Givens has completed the requirements for

Adult First Aid/CPR

conducted by American Red Cross

Date completed: 02/21/2014

Validity period: 2 Years

Certificate ID: GPWZMM



American Red Cross



Scan code or visit:



**CALIFORNIA COMMERCIAL DRIVER LICENSE**

DL: [REDACTED]  
EXPIRES: 08/20/2018  
LN: MARTINEZ  
FN: NORMA ARACELY  
SEX: F HT: 5-08 WT: 120  
DOB: 07/16/2013 EYES: BRN ISS: 07/18/2013

Medical Card:

Medical Card section with various fields and checkboxes, mostly obscured by heavy black redaction.

VTT Card:

CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT  
DATE OF BIRTH MONTH DAY YEAR | EXPIRES BIRTHDAY | DRIVER LICENSE NO. | STATE  
[REDACTED] | 2018 | [REDACTED] | CA  
FULL NAME: Norma Aracely Martinez  
STREET NUMBER: [REDACTED]  
CITY: [REDACTED]  
SIGNATURE OF LICENSEE: Norma A. Martinez  
Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.  
Date Issued: 07/18/13 Fee Paid \$10.00  
AUTHORIZED DMV EMPLOYEE: [REDACTED] 02 DMV FO: 576 ID NUMBER: 02  
DL 280A NEW 4/80Y SEE OVER FOR RESTRICTIONS, IF ANY  
CUT ON DOTTED LINE

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# MV Credential Form

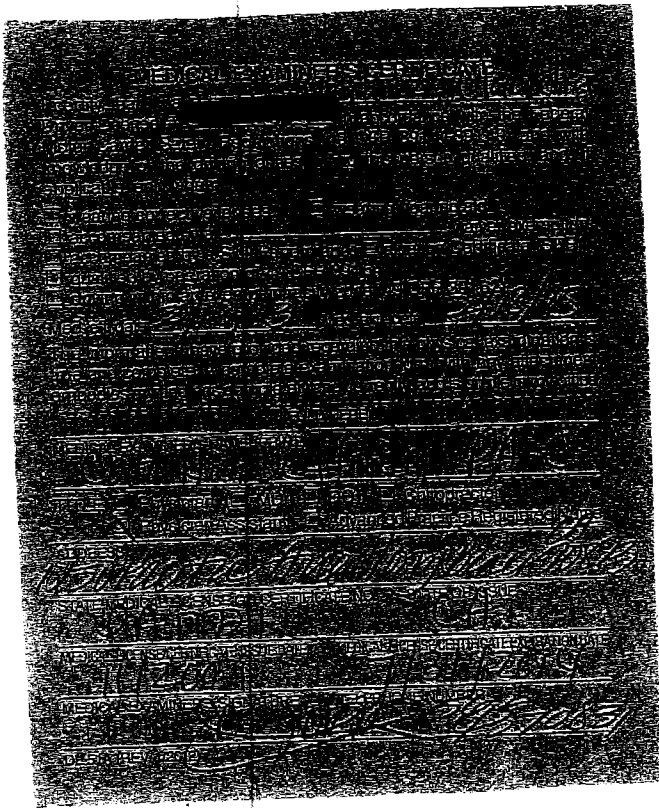
Driver's License:



VTT Card:

**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

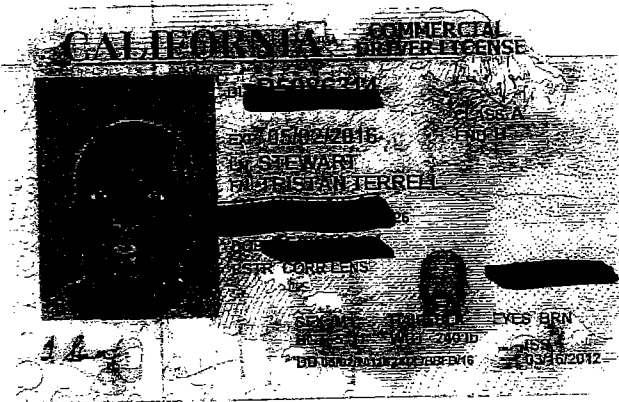
DATE OF BIRTH MONTH DAY YEAR	EXPIRES BIRTHDAY 2015	DRIVER LICENSE NO. [REDACTED]	STATE CA
FULL NAME Claudia Nevarez			
STREET NUMBER [REDACTED]			
CITY [REDACTED]			
Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.			
Date Issued 8-6-2010		Fee Paid \$10.00	
AUTHORIZED DMV EMPLOYEE [Signature] 591-02			
DL 260A (NEW 4/00) <b>SEE OVER FOR RESTRICTIONS, IF ANY</b>			



DRIVER LICENSE NUMBER [REDACTED]	STATE CA
DRIVER'S NAME Claudia Nevarez	
[REDACTED]	
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).

<b>DMV/USE ONLY</b>
DATE STAMP 576 FEB 19 2013 30



**CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT**

DATE OF BIRTH MONTH DAY YEAR EXPIRES BIRTHDAY DRIVER LICENSE NO. STATE

07/23/1981 07/23/12 [REDACTED] CA

FULL NAME TRISTAN T STEWART

STREET NUMBER [REDACTED]

CITY [REDACTED]

*Tristan Stewart*  
SIGNATURE OF LICENSEE

Valid only for operation of transit buses when accompanied by a license of the appropriate class, valid for driving in California.

Date Issued 07/23/12 Fee Paid \$10.00

*DMV* 605 LH E6  
AUTOMATICALLY REISSUED DMV EMPLOYEE DMV FO ID NUMBER

DL 260A (NEW 4/80) SEE OVER FOR RESTRICTIONS, IF ANY

Medical Card:

**MEDICAL EXAMINER'S CERTIFICATE**

I certify that I have examined Tristan Stewart in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.47) and with knowledge of the following statute, I find this person is qualified, and, if applicable, only when:

wearing corrective lenses  driving within an exempt territory zone (49 CFR 391.43)

wearing hearing aid  accompanied by a Skill Performance Evaluation Certificate (SPE)

unaccompanied for  qualified by operation of 49 CFR 391.44

The information I have provided regarding this physical examination is true and complete. A complete examination form with any attachment embodying my findings completely and correctly, and is my file in my office.

SIGNATURE OF PHYSICIAN/EXAMINER *[Signature]* TELEPHONE [REDACTED] DATE FEB 18 2015

MEDICAL EXAMINER'S NAME (PRINT) *Marissa V. Wright*  MD  Chiropractor

DO  Advanced Practice Nurse

Physician Assistant  Other Practitioner

MEDICAL EXAMINER'S LICENSE OR CERTIFICATE NUMBER (ISSUING STATE) *CA 1913785295* NATIONAL IDENTIFICATION NO. [REDACTED]

SIGNATURE OF DRIVER *T. Stewart* INTRASTATE ONLY  YES  NO DRIVER'S LICENSE NO. [REDACTED] STATE CA

ADDRESS OF DRIVER [REDACTED]

MEDICAL CERTIFICATION EXPIRATION DATE FEB 18 2015

First Aid Card:

City Permits:





National Institute for  
**AUTOMOTIVE  
 SERVICE  
 EXCELLENCE**

*Be it known that*

**MARTIN A CAMARGO**

has successfully passed the examinations and met the experience requirement prescribed by the National Institute for Automotive Service Excellence and is awarded this CERTIFICATE in evidence of **COMPETENCE** in the service areas listed below:

**MEDIUM/HEAVY TRUCK TECHNICIAN**

AREAS OF DEMONSTRATED COMPETENCE

EXPIRES

BRAKES

DECEMBER 31, 2013

HEATING, VENTILATION, & A/C

DECEMBER 31, 2015

PREVENTIVE MAINTENANCE INSPECTION

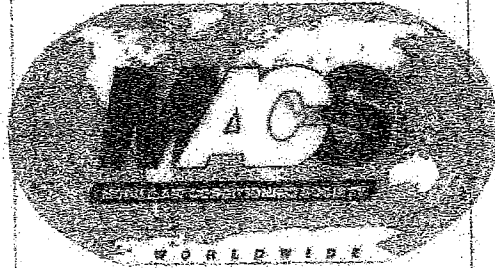
DECEMBER 31, 2013

\*\*\* \*\* \*\* \*\* \*\*

GIVEN THIS 31ST DAY OF DECEMBER 2010, AT LEESBURG, VIRGINIA

LS3049UM9CAMAR  
 IDENTIFICATION NUMBER

*Timothy A. Zickel*  
 TIMOTHY A. ZICKEL, President



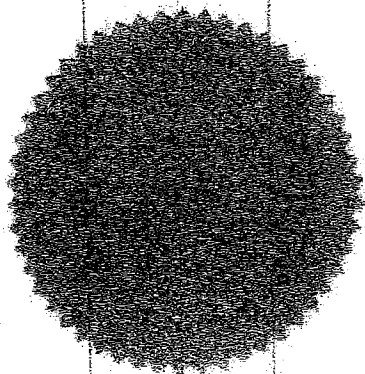
11/18/2002

871017

**Martin Camargo**

**MV Transportation, Inc.**

has successfully completed training in CFC-12  
refrigerant recycling and service procedures  
offered by the Mobile Air Conditioning Society  
Worldwide, as required by Section 609 of the  
Clean Air Act.



Elvis Hoffbauer, President

# IMACA

INTERNATIONAL MOBILE AIR CONDITIONING ASSOCIATION  
*A not-for-profit trade association serving the Mobile Air Conditioning Industry since 1958*

Date: 07/07/92

Certificate No.: 622-07-5406

**MARTIN A. CAMARGO**

has successfully completed training and  
is IMACA certified in the proper use of R-12  
refrigerant recovery and recycling equipment.



Frank Allison, Executive Director



Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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## 12. Insurance

MV has the ability to provide insurance coverage of the types and levels required in the RFP. Please see Form PW-16 included in section 14: *Forms List*.



MV TRANSPORTATION, INC.



### 13. Record Keeping

MV's project manager, Mr. Allan, will ensure appropriate record keeping and provide timely, reliable management reports in line with RFP requirements. Please see Form LW-9 included in section 14: *Forms List*. MV fully complies with all State and Federal labor regulations and record keeping requirements.

MV has developed an in-house system which interfaces with third party systems to track data, such as revenue/non-revenue miles/hours, trips, etc., and compiles the data into reports. This system is designed to collect and store the data needed allowing summary reports to be generated in reader-friendly formats. By using this system to generate billing, payroll, and operational reporting, duplicative data entry and subsequent manual errors are greatly reduced. One of this product's strongest assets is that it can interface with third party products.

In addition, MV uses Lawson Software's Enterprise Resource Planning Solution both in its corporate office and at its operating locations. The Lawson Financial Suite includes General Ledger, Accounts Receivable, and Accounts Payable. The Lawson Human Resources Suite includes Personnel Administration, Benefits Administration, Payroll, Time Management, and Employee and Manager Self-Service. Lawson software is a fully integrated, web-enabled solution, which MV run on an NT platform. The software is scalable to allow for growth of the company without having capacity concerns. The web-enabled feature allows Company management to selectively determine which processes and controls should be centralized versus decentralized.

MV is able to meet the FTA/NTD reporting requirements. Currently MV provides these reports to many of MV's clients who receive Federal funding and are required to submit the FTA/NTD reports. MV uses the accepted FTA sampling methodology and has systems in place to collect and report this information per the guidelines of the National Transit Database Reporting Manual.

MV believes in proper data backup and off-site storage of data backups in the event of a fire or other catastrophic event. MV will set up the local computer network during the service transition to ensure proper connectivity, security levels, password protection, and local technical support. MV will work with the County's IT staff in whatever manner necessary to ensure the success of this setup.

In addition, please refer to proposal section 7.c. *Quality Control Documentation, Review, and Reporting* for additional record keeping detail.





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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## 14. Forms List

Please see MV's following completed forms



MV TRANSPORTATION, INC.

VERIFICATION OF PROPOSAL

DATE: March 28, 2014 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: Florence-Firestone / Walnut Park and Baldwin Hills Shuttle Service 2014-PA016

DECLARANT INFORMATION

3. Name Of declarant: W.C. Pihl

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Yes

5. My Title, Capacity, Or Relationship to the Proposer(s) is: Executive Vice President

PROPOSER INFORMATION

6. Proposer's full legal name: MV Transportation, Inc. Telephone No.: 972.391.4650

Physical Address (NO P.O. BOX): 479 Mason St., Ste.221, Vacaville CA 95688 Mobile No.: 214.662.0499

e-mail: justin.pate@mvtransit.com Fax No.: 972.391.4750

County WebVen No.: 11124801 IRS No.: 94-2491705 Business License No.: 295591-11 (Paramount, CA)

7. Proposer's fictitious business name(s) or dba(s) (if any): N/A

County(s) of Registration: State: Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

- Sole proprietor Name of Proprietor:
- A corporation: Corporation's principal place of business: 5910 N. Central Expressway, Suite 1145, Dallas TX 75206  
State of incorporation: California Year incorporated: 1978
- Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO:  
Secretary:
- A general partnership: Names of partners:
- A limited partnership: Name of general partner:
- A joint venture of: Names of joint venturers:
- A limited liability company: Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) MV Transportation, Inc.	Title	Phone 972.391.4650	Fax 972.391.4750
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm?  No  Yes  
If yes, name of parent firm: \_\_\_\_\_  
State of incorporation/registration of parent firm: \_\_\_\_\_

11. Has your firm done business under any other name(s) within the last five years?  No  Yes If yes, please list the other name(s):  
Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_  
Name(s): \_\_\_\_\_ Year of name change: \_\_\_\_\_

12. Is your firm involved in any pending acquisition or merger?  No  Yes  
If yes, indicate the associated company's name: \_\_\_\_\_

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. 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: *W.C. Pihl* Date: March 28, 2014

Type name and title: W.C. Pihl, Executive Vice President

**SCHEDULE OF PRICES  
FOR  
FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS  
SHUTTLE SERVICES (2014-PA016)**

The undersigned Proposer offers to perform the work described in the Request for Proposals RFP) for the following price(s). The Proposers rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, fuel, 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.

**SCENARIO A**

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for Contractor-Provided Service Vehicle	\$ 46.20 /Hour	7,725	\$ 356,895.00
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			7,725	
<b>PROPOSED ANNUAL PRICE FOR SCENARIO A</b>				\$ 356,895.00

**SCENARIO B**

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle*	\$ 40.67 /Hour	6,953	\$ 282,778.51
2.	Rate for Contractor-Provided Service Vehicle <sup>1</sup>	\$ 60.40 /Hour	772	\$ 46,628.80
<b>ESTIMATED TOTAL ANNUAL HOURS</b>			7,725	
<b>PROPOSED ANNUAL PRICE FOR SCENARIO B</b>				\$ 329,407.31

<b>TOTAL PROPOSED ANNUAL PRICE [(Proposed Annual Price for Scenario A + B) divided by 2] (FOR EVALUATION PURPOSES ONLY)</b>	\$ 343,151.16
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*\*MV Transportation is unable to provide an hourly rate for Scenario B, the Make, Model and Year of a County Owned Service vehicle was not provided.*

<sup>1</sup> It is estimated that Contractor-Provided vehicle may be needed in place of County-provided vehicle for 10% of the total annual hours.



**SCHEDULE OF PRICES  
FOR  
FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS**

LEGAL NAME OF PROPOSER <i>MJ TRANSPORTING</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>WC</i>		
TITLE OF AUTHORIZED PERSON <i>EXECUTIVE VP</i>		
DATE <i>5/16/14</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>u/a</i>	LICENSE TYPE <i>u/a</i>
PROPOSER'S ADDRESS: <i>5910 N. COPTON EXPWY, SUITE 1145 DALLAS, TX 75206</i>		
PHONE <i>972-391-4816</i>	FACSIMILE <i>972-391-4869</i>	E-MAIL <i>wc@mjtransit.com</i>
<i>479 MASOP STREET, SUITE 221 VACOVILLE, CA. 95688</i>		

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: MV Transportation, Inc.			
Company Address: 5910 N. Central Expressway, Suite 1145			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 972.391.4650			
(Type of Goods or Services):			

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**


**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Florence-Firestone / Walnut Park and Baldwin Hills Shuttle Services 2014-PA016  
 SERVICE BY PROPOSER MV Transportation, Inc.  
 PROPOSAL DATE: April 2, 2014

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

	<del>2008</del> 2009	<del>2009</del> 2010	<del>2010</del> 2011	<del>2011</del> 2012	<del>2012</del> 2013	Total	Current Year to Date
1. Number of contracts.	121	128	116	111	110	586	110
2. Total dollar amount of Contracts (in thousands of dollars).	\$292,253	\$345,785	\$355,545	\$344,261	\$338,590	\$1,676,434	\$339,602
3. Number of fatalities.	0	1	0	0	0	1	0
4. Number of lost workday cases.	197	170	211	208	168	954	14
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	14	15	5	34	0
6. Number of lost workdays.	12,836	11,446	9,778	8,051	10,604	52,715	2,327

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

W.C. Pihl, Executive Vice President  
 Name of Proposer or Authorized Agent (print)

*W.C. Pihl*  
 Signature

March 28, 2014  
 Date

**CONTRACTOR'S DRIVER SAFETY RECORD**

The requested information must include all bus operations related work undertaken within the State of California by the Proposer and/or any partnership, joint venture, or corporation that any principal of the Proposer participates in as a principal or owner during the last five-calendar years. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. Proposer may attach any additional information and/or explanation of the data, which the Proposer would like taken into consideration by the County in evaluating the Proposer's drivers' safety record. An explanation must be attached for circumstances surrounding any and all fatalities within the last five-calendar years.

The Proposer shall provide below its total number of Bus Revenue Service Miles, its total number of National Transit Database (NTD) reportable bus accidents and fires, and its total number of bus fatalities, if any, for each of the last five-calendar years. The NTD uses the following Federal Transportation Authority's definition of a reportable accident:

- a. Injuries requiring immediate medical attention.
- b. Property damage equal to or greater than \$7,500, including all damage (transit and nontransit) resulting from the accident.
- c. All nonarson fires that occur in a revenue service bus (operating in or out of revenue service).

		Five-Calendar Years Prior to Current Year					Five-Year Average
		2009 2008	2010 2009	2011 2010	2012 2011	2013 2012	
1	Total Bus Revenue Miles	88,614,210	81,949,443	88,551,031	89,379,271	90,818,269	87,862,445
2	Total Number of NTD Reportable Accidents	157	225	153	302	193	206
3	Total Number of Fatalities	.0	0	5	1	3	1.8
4	Rate of Accidents/100,000 Bus Revenue Miles	.177	.275	.172	.338	.213	0.235
5	Rate of Fatalities/100,000 Bus Revenue Miles	0	0	.0056	.0011	.0033	.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.

MV Transportation, Inc.  
 Name of Proposer  
 5910 N. Central Expressway, Suite 1145  
 Address  
 Dallas, TX 75206  
 City Zip Code  
 Telephone Number  
 Signature W.C. Pihl, Executive Vice President  
 CA0054849 (Private Carrier), TCP0012064 (Class B Charter-Party)  
 PUC Permit Number and Classification  
 972.391.4650  
 Telephone Number

## **Attachment to Form PW-4.1 – Contractor's Driver Safety Record**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

Within the past five years, and in the operation of more than 9,500 vehicles across more than 140 locations, MV has experienced nine (9) major incidents that have resulted in fatalities; all of which are currently under attorney client privilege. There is presently no litigation – including those identified above – against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. If the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, Executive Vice President of Risk Management at (712) 764-3720.

## CONFLICT OF INTEREST CERTIFICATION

I, W.C. Pihl

- sole owner  
 general partner  
 managing member  
 President, Secretary, or other proper title) Executive Vice President

of MV Transportation, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed W.C. PihlDate March 28, 2014

**PROPOSER'S REFERENCE LIST**

**PROPOSER NAME:** MV Transportation, Inc.

**PROPOSED CONTRACT FOR:** Florence-Firestone / Walnut Park and Baldwin Hills Shuttle Service 2014-PA016

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	Please see attached contract list.
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Los Angeles County	King Medical Center Shuttle	Private Shuttle	6/1/2011	Present	John	Zeigler	(626) 458-5914	(626) 979-5313	jzeigler@dpw.lacounty.gov
	Los Angeles County	Willowbrook DAR Shuttle	Paratransit	7/1/2011	Present	Eugenia	Thomas	(626) 458-3952	(626) 979-5313	euthomas@dpw.lacounty.gov
City of	Downey	DowneyLink Fixed Route	Fixed Route	7/1/2002	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
City of	Irvine	iShuttle Operation & Maintenance Services	Fixed Route	3/31/2008	Present	Amelia	Jennings	(949) 724-6288	(949) 724-7517	ajennings@ci.irvine.ca.us
City of	West Covina	Go West	Fixed Route and Paratransit	3/1/2014	Present	Chris	Freeland	(626) 939-8402	(626) 939-8675	chris.freeland@westcovina.org
	Abbott Laboratories	Abbott Labs Shuttle Service	Private Shuttle	1/1/2009	Present	Diane	Lopez	(847) 938-3886	na	diane.lopez@abbott.com
	Access Services	Access Services Inc. Overflow Services	Paratransit	7/1/2009	6/30/2013	Steven	Chang	(231) 270-6081	(213) 324-6182	chang@asila.org
	Access Services	Access Services Specialized Services - San Fernando Valley Region	Paratransit	7/1/2002	present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
	Access Services	Parents with Disabilities Program	Paratransit	6/1/2013	Present	Rogelio	Gomez	(213) 270-6000	na	gomez@asila.org
County of	Alachua	Alachua County	Paratransit	10/1/2003	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lperry@alachuacounty.us
County of	Alachua	Alco Connector	Paratransit	4/1/2011	Present	Lenard	Perry	(352) 264-6708	(352) 955-2200	lerry@alachuacounty.us
	Alachua County State's Attorney's Office	Witness Shuttle	Shuttle	5/15/2010	9/30/2012	Blanche	Woods	(352) 337-6240	(352) 381-0132	woods@saob.org
	Alameda County Medical Center	Alameda County Medical Center	Private Shuttle	7/1/2004	9/28/2012	Andrea	Works	(510) 535-7555	(510) 535-7542	mooreacmedctr.com
	Alameda County Transportation Commission (Alameda CTC)	Emergency Wheelchair and Scooter Services and Hospital Discharge Services	Shuttle	7/1/2011	Present	Naomi	Armenta	(510) 208-7469	na	narmenta@alamedactc.org
City of	Alameda, CA	Fixed Route Shuttle Service for the Alameda Paratransit Program	Fixed Route	3/22/2010	Present	Matthew	Naclerio	(510) 749-5890	(510) 749-5867	gpayne@ci.alameda.ca.us
	Alta California Regional Center	Alta California Regional Center	Regional Center	7/1/1991	Present	Timothy	Swank	(916) 978-6512	(916) 978-7368	tswank@altaregional.org
	Anaheim Transportation Network (ATN)	Anaheim Resort Transit Service	Shuttle	7/25/2009	present	Diana	Kotler	(714) 563-5287	(714) 563-5289	dkotler@atnetwork.org
Municipality of	Anchorage	AnchorRIDES - Municipality of Anchorage	Paratransit	7/1/2007	Present	Susan	Shiffer	(907) 343-6331	na	shiffersm@ci.anchorage.ak.us
	Anchorage Neighborhood Health Center	ANHC Shuttle Service	Shuttle	9/17/2012	Present	Jon	Zasada	(907) 792-6591	(907) 743-7256	jzasada@anhc.org
	Anchorage School District	The Child in Transition/Homeless Project	Shuttle	8/1/2007	present	Dave	Mayo-Kiely	(907) 742-3832	(907) 742-3830	mayo-kiely_david@asdk12.org
	Anchorage School District	Pupil Transportation Services	Schoolbus	7/1/2011	present	Steven	Kalmes	(907) 742-1219	(907) 742-1222	kalmes_steven@asdk12.org
	Anoka County	Anoka County Traveler Transit Services	Multimode	8/1/2010	Present	Tim	Kirchoff	(763) 422-7088	(763) 323-5556	tim.kirchoff@co.anoka.mn.us
City of	Ashland	Ashland Public Transit Service	Paratransit	1/2/2009	Present	Patti	Schumaker	(419) 289-8622	(419) 289-9613	schumaker.patti@ashland-ohio.com
	Ashtabula County Commissioners	Ashtabula County Transportation System (ACTS)	Multimode	1/1/2004	Present	Susan	Stoneman	(440) 994-2033	(440) 994-2025	stones01@o.cjfs.state.oh.us
	Avenidas	Avenidas	Fixed Route	7/1/2002	Present	Ginger	Johnson	(650) 326-5362	(650) 691-1119	gjohnson@avenidas.org
City of	Barstow	Barstow Area Transit	Multimode	8/3/2003	present	Jason	Shaw	(760) 255-5170	(760) 256-1528	jshaw@barstowca.org
	Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	Fixed Route	5/5/2008	3/1/2012	Roy	Wileman	(409) 984-2995	N/A	rwileman@bechtel.com
City of	Benicia	Benicia Transit	Multimode	7/1/2001	6/30/2011	Jeannine	Woolley	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us
	Berlex Biosciences, a Division of Berlex, Inc.	Bayer Employee Shuttle	Private Shuttle	9/1/2005	Present	Robert	Rozett	(510) 660-4745	na	robertrozett@berlex.com
City of	Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	8/1/2002	present	Martha	Eros	(310) 285-2542	(310) 858-5965	meros@beverlyhills.org
City of	Black Hawk	Black Hawk Tramway	Fixed Route	1/1/2008	Present	Tom	Isbester	(303) 582-1324	(303) 582-2295	tisbester@cityofblackhawk.org



MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
City of	Burbank	Burbank Bus Operation Services (BurbankBus)	Fixed Route	8/1/2011	present	Adam	Emmer	(818) 238-5359	(818) 238-5351	aemmer@ci.burbank.ca.us
City of	Calabasas	Calabasas Transit Operations and Maintenance	Fixed Route	8/19/2011	present	Ryan	Thompson	(818) 224-1673	(818) 225-7338	rthompson@cityofcalabasas.com
County of	Calaveras	County of Calaveras	Fixed Route	7/1/2003	6/30/2011	Jamie	Azarvand	(209) 754-6401	na	jazarvand@co.calaveras.ca.us
City of	Camarillo	Camarillo Area Transit (CAT)	Multimode	8/30/2010	9/30/2012	Roc	Pulido	(805) 388-5346	(805) 388-5387	rpulido@ci.camarillo.ca.us
City of	Canby	Canby Area Transit (CAT) Operations	Multimode	7/1/2001	Present	Julie	Wehling	(503) 266-4022 Ext.251	(503) 263-6284	wehlingj@ci.canby.or.us
	Cape Cod Regional Transit Authority	Transit Management Services CCRTA	Multimode	10/1/2011	Present	Thomas S.	Cahir	(508) 775-8504 x.204	(508) 775-8513	info@capecodrta.org
	Capital Metropolitan Transportation Authority	Capital Metro Contracted Paratransit Services	Paratransit	8/15/2012	Present	Rafael	Villarreal	(512) 389-7484	na	rafael.villarreal@capmetro.org
City of	Capitola	Capitola Summer Shuttle	Fixed Route	5/24/2004	Present	Steven	Jesberg	(831) 475-7300	(831) 479-8879	sjesberg@ci.capitola.ca.us
City and County of	Carson City	Jump Around Carson Fixed and Paratransit Services (JAC)	Multimode	7/1/2002	Present	Patrick	Pittenger	(775) 887-2355 ext.7396	(775) 887-2112	ppittenger@carson.org
Town of	Cary	Cary Transit (C-TRAN)	Multimode	10/1/2010	Present	Ray	Boylston	(919) 624-4944	(919) 380-6426	ray.boylston@townofcary.org
	Central Florida Regional Transportation Authority d/b/a LYNX	Lynx Neighborhood Flex Route Service	Deviated Fixed Route	10/1/2010	Present	William	Hearndon	(407) 254-6092	(407) 254-6137	bhearndon@golynx.com
	Central Florida Regional Transportation Authority d/b/a LYNX	Access Lynx	Paratransit	3/18/2002	Present	William	Hearndon	(407) 254-6092	(407) 254-6137	bhearndon@golynx.com
City of	Cerritos	Cerritos on Wheels and Dial-A-Ride	Multimode	4/8/2004	6/30/2013	Torrey	Contreras	(562) 860-0311	(562) 860-0311	tcontreras@cerritos.us
	Charles County Commissioners	Van GO	Multimode	7/1/2007	10/31/2012	Jeff	Barnett	(301) 934-0102 ext.5102	(301) 934-0107	barnettj@charlescounty.org
	Clarisonic	Clarisonic Passenger Transportation Services	Shuttle	10/31/2011	Present	Mary	Bergstrom	(425) 285-4000	na	na
	Commission for the Transportation Disadvantaged	CTD ADA Service (Trip & Equipment Grant)	Paratransit	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	Palm Beach County Medicaid Non-Emergency Transportation Program	NEMT/NET	7/1/2007	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD Alachua County Community Transportation Coordinator	NEMT/NET	10/1/2003	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	St. Lucie Transportation - Non-Emergency Medical Transportation	NEMT/NET	11/1/2008	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
	Commission for the Transportation Disadvantaged	CTD - Transportations Provider- Alachua County	NEMT/NET	1/1/2005	Present	Steven	Holmes	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us
City of	Compton	Compton Renaissance Bus Service	Fixed Route	9/8/2003	Present	William	Norfleet	(310) 605-5585	(310) 605-5585	wnorfleet@comptoncity.org
	County of Peoria	Peoria County Demand Service	Other	4/1/2012	Present	Jim	Smith	(309) 672-6931	(309) 495-4608	jhsmith@peoriacounty.org
	Dallas Area Rapid Transit (DART)	Mobility Management Service Delivery Contract	Paratransit	10/1/2012	Present	Doug	Douglas	(214) 828-6728	(214) 828-6632	ddouglas@dart.org
City of	Detroit Department of Transportation	Management Services for the Detroit DDT	Multimode	8/12/2013	Present	Andre	DuPerry	(313) 224-4602	(313) 628-1160	duperrya@detroitmi.gov
City of	Dinuba	Dinuba Transit	Multimode	10/1/2009	Present	Blanca	Beltran	(559) 591-5924	(559) 591-5923	bbeltran@dinuba.ca.gov
City of	Downey	Downey Dial-A-Ride	Paratransit	1/10/2007	Present	Thad	Phillips	(562) 904-7236	(562) 904-7296	tphillips@downeyca.org
	Earadat Transportation LLC	Earadat Management Agreement	Other	1/7/2012	Present	na	na	na	na	na
	ElderCare of Alachua County, Inc.	Public Transit Service	Paratransit	1/1/2003	Present	Jeffrey	Lee	(352) 265-9040	(352) 265-9041	leejb@shands.ufl.edu

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
City of	Elk Grove	Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations	Multimode	7/1/2009	Present	Kara	Reddig	(916) 687-3030	(916) 698-3173	kreddig@elkgrovecity.org
	Elko Area Transit Service	Elko County Transit	Paratransit	10/1/2013	Present	Abigail	Wheeler	(775) 748-0359	(775) 753-8535	awheeler@elkocountynv.net
City of	Englewood	Art Shuttle	Fixed Route	1/1/2010	Present	Harold	Stitt	(303) 762-2341	(303) 783-6895	hstitt@englewoodgov.org
	ETMA	Shuttle Operation and Maintenance Services for Emery Co-Round, West Berkeley Shu	Shuttle	3/1/2013	Present	Roni	Hattrup	(925) 937-0980 ext 212	na	roni@gray-bowen.com
	Fairfax, County of	FASTRAN Paratransit Services	Paratransit	11/1/2002	Present	Matthew	Spruill	(703) 324-7060	(703) 803-8166	matthew.spruill@fairfaxcounty.gov
	Fairfax, County of	Operation and Maintenance Services-Fairfax Connector Bus System	Fixed Route	6/28/2009	Present	Ernestine	Wilkins	(703) 877-5621	(703) 877-5638	ernestine.wilkins@fairfaxcounty.gov
City of	Fairfield	Fairfield-Suisun Transit	Multimode	11/1/1998	Present	Wayne	Lewis, P. E.	(707) 428-7632	(707) 426-3298	wlewis@ci.fairfield.ca.us
	Foothill Transit	Foothill Transit Fixed Route from Irwindale Facility	Fixed Route	7/15/2007	6/30/2012	Doran	Barnes	(626) 931-7200	(626) 931-7300	dbarnes@foothilltransit.org
	Ford Point	Ford Point Shuttle	Shuttle	11/1/2006	Present	Michelle	Heredia	(510) 758-7690	na	mheredia@ortondevelopment.com
City of	Foster	Passenger Transportation Services	Paratransit	4/16/2001	Present	Colleen	Fae	(650) 286-3378	na	cfae@bostercity.org
	FPI Management, Inc.	Bracher Senior Apartments	Shuttle	1/1/2012	Present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Fremont	Delivery of Paratransit Services	Paratransit	7/1/2003	Present	Shawn	Fong	(510) 574-2033	(510) 574-2054	sfong@ci.fremont.ca.us
City of	Fresno	Demand Responsive Paratransit Services	Paratransit	12/17/2005	2/17/2013	Kenneth	Hamm	(559) 621-1440	(559) 448-1065	kenneth.hamm@fresno.gov
County of	Fulton	Health and Human Services Transportation Services	Paratransit	11/1/2011	Present	Kun	Suwanarpa	(404) 612-7400	na	director.dwr@fultoncountyga.gov
City of	Gainesville	ADA Complementary Paratransit Service	Paratransit	10/1/2002	Present	Mildred	Crawford	(352) 334-2450	na	crawfordma@cityofgainesville.org
State of	Georgia Department of Human Services	Coordinated Transportation Services in Gwinnett and Rockdale Counties	Paratransit	na	na	Willie	Moon	(404) 657-6000	(404) 657-8444	willie.moon@doas.ga.gov
	Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	Shuttle	7/1/2013	Present	Michael	Sproston	(404) 413-3154	(404) 413-9525	msproston@gsu.edu
	Glacier Valley Transit	Maintenance Agreement	Maintenance	5/20/2011	Present	Brett	Bitner	(907) 754-2547	(907) 754-2296	info@glaciervalleytransit.com
City of	Glendale	Glendale Beeline	Fixed Route	3/31/2002	present	Kathryn	Engel	(818) 937-8330	(818) 409-7027	kengel@ci.glendale.ca.us
	Gold Coast Transit	Operation, Maintenance and Management of Coordinated Paratransit Services	Paratransit	8/30/2008	present	Margaret	Heath	(805) 483-3939 X 120	(805) 487-0925	mheath@goldcoasttransit.org
	Golden Gate Regional Center	Golden Gate Regional Center - Transportation Services	Regional Center	4/15/2002	Present	Paul	Gayler	(415) 832-5792	(415) 832-5795	paulg@rdtsi.com
	Greater Orlando Aviation Authority	Shuttle Bus Management Services	Shuttle	10/1/2004	Present	Eric	McClung	(407) 825-7847	(407) 825-2341	emclung@goaa.org
	Greater Peoria Mass Transit District	CityLift	Paratransit	7/1/2001	Present	John	Williams	(309) 679-8139	na	jwilliams@ridecitylink.org
	Greater Richmond Transit Company (GRTC)	GRTC Management	Other	3/1/2012	Present	Linda	Broady-Myers	(804) 358-3871	na	lgbroady@gmail.com
City of	Green Bay	Green Bay Metro Paratransit Services	Paratransit	5/1/2011	Present	Patty	Kiewiz	(920) 448-3455	(920) 448-3462	patricia@greenbaywi.gov
City of	Greenville	City of Greenville, Demand Response Transit System	Paratransit	1/1/2010	Present	Pamela	Garland	(937) 548-0437	(937) 548-1704	pgarland@cityofgreenville.org
	Hampton Roads Transit (HRT)	Paratransit Service	Paratransit	11/15/2003	Present	Keith	Johnson	(757) 222-6000	na	kjohnson@hrtransit.org

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Happiness House	Head Start Transportation Program	Schoolbus	1/3/2011	Present	Patricia	Cunningham	(315) 789-6828	na	pcunningham@happinesshouse.org
City of	Hayward	Hayward Door-to-Door Paratransit and Roundabout Shuttle	Paratransit	2/15/2003	Present	David	Korth	(510) 583-4227	(510) 583-3650	victoria.williams@hayward-ca.gov
City of	Hialeah	Municipal Circulator Service	Fixed Route	11/1/2010	Present	Jorge	De La Nuez	(305) 681-5757	(305) 953-2009	delanuez@hialeahfl.gov
City of	High Point	HiTran	Paratransit	7/1/2009	2/11/2012	Mark	McDonald	(336) 883-3231	na	mark.mcdonald@highpointnc.gov
	Indianapolis Public Transportation Corporation (IndyGO)	Indianapolis Public Transportation Corporation	Paratransit	2/6/2000	Present	Paula	Haskin	(317) 614-9208	(317) 630-9167	phaskin@indygo.net
	Industrial Door Company	Industrial Door Co, Maintenance	Maintenance	1/10/2012	Present	na	na	na	na	na
	Infineon Raceway	Infineon Raceway Charter Shuttle Service	Private Shuttle	2/1/2005	Present	Bobby	O'Gorman	(707) 334-9825	(707) 938-1373	bogorman@infineonraceway.com
	Interurban Transit Partnership (ITP)	Go! Bus ADA Paratransit Service	Paratransit	4/1/2006	Present	Meegan	Joyce	(616) 456-7514	(616) 459-6337	mjoyce@ndetherapid.org
City of	Jacksonville	City Transit System	Fixed Route	11/1/2007	Present	Jeff	Crouchley	(910) 938-6453	na	jcrouchley@ci.jacksonville.nc.us
	Jacksonville Transportation Authority	Paratransit Services for Jacksonville Transportation Authority	Paratransit	1/1/2014	Present	Lisa	Darnall	(904) 630-3129	na	ldarnall@jtafla.com
	Jewish Federation and Family Services Orange County	Maintenance Agreement	Maintenance	8/21/2012	Present	na	na	(949) 435-3485	na	na
	Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	Multimode	7/1/2003	Present	Angie	Dow	(559) 582-3211 ext. 2691	(559) 587-0714	angie.dow@co.kings.ca.us
City of	La Mirada	La Mirada Transit Services	Paratransit	10/1/2008	present	Anthony	Moreno	(562) 943-0131	(562) 943-3666	tmoreno@cityoflamirada.org
	Lake County	Transportation Operator for the Lake County Transportation Disadvantaged Program	Paratransit	7/1/2005	10/1/2013	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
	Lake County	LakeXpress	Fixed Route	2/1/2007	Present	Ken	Harley	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us
County of	Lassen	Lassen Rural Bus System (LRBS)	Multimode	7/1/2002	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
County of	Lassen	Lassen Senior Services	Paratransit	8/11/2003	6/30/2011	Dan	Douglas	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us
City of	Lawrence	Public Transit Services For The City Of Lawrence, Kansas	Multimode	8/1/2000	Present	Robert	Nugent	(785) 832-3464	(785) 832-3462	bnugent@ci.lawrence.ks.us
	Lifestream	LifeStream - School Bus Service	Schoolbus	7/1/2005	10/1/2013	Howard	Wiener	(352) 315-7500	(352) 360-6595	hwiener@lscb.net
	Livermore Amador Valley Transit Authority (LAVTA)	Wheels	Fixed Route	7/1/2002	Present	Paul	Matsuoka	(925) 455-7564	(925) 443-1375	pmatsuoka@lavta.org
City of	Lodi	City of Lodi Fixed-Route, Paratransit and Demand-Response Operations	Multimode	7/1/2003	Present	Paula	Fernandez	(209) 333-6800 x2667	(209) 333-6710	pjf@lodi.gov
	Los Angeles Department of Transportation (LADOT)	Commuter Express Transit Service Regions 1 & 2	Fixed Route	2/2/2009	01/28/2012	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	Commuter Express Central/West LA/South Bay (Commuter Express Region 1, DASH Pkg	Fixed Route	5/1/2006	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	CityRide/Dial-A-Ride (Areas 1,2,3)	Paratransit	9/11/2006	present	Linda	Evans	(213) 928-9767	(213) 928-9767	linda.evans@lacity.org
	Los Angeles Department of Transportation (LADOT)	Community DASH Northeast Los Angeles (DASH Pkg 4)	Fixed Route	5/10/2008	present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org
	Los Angeles Department of Transportation (LADOT)	Commuter Express Community Dash and Cityride/Dial-a-ride services	Fixed Route	6/1/2012	Present	Corinne	Ralph	(213) 928-9745	(213) 928-9768	corinne.ralph@lacity.org

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	Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	Fixed Route	10/31/2010	present	Susan	Dove	(213) 922-7451	(213) 922-1004	doves@metro.net
City of	Lynwood	Lynwood Trolley Services	Fixed Route	4/1/2007	Present	Josef	Kekula	(310) 603-0220	(310) 603-0220	jkekula@lynwood.ca.us
City of	Manteca	Manteca Transit	Multimode	9/30/2006	Present	Johanna	Ferreira	(209) 239-0635	(209) 825-2530	jferreira@ci.manteca.ca.us
	Marin County Department of Health and Human Services	Marin County Dept. of Health & Human Service	Private Shuttle	7/1/2006	Present	Cyndie	Gunselman	(415) 473-3322	na	cgunselman@co.marin.ca.us
	Marin County Transit District	West Marin Stagecoach/ Muir Woods Shuttle	Private Shuttle	7/1/2006	Present	Amy	Van Doren	(415) 226-0859	na	avandoren@co.marin.ca.us
	Marin County Transit District	Operation of Catch a Ride: A Subsidized Taxi Program for Seniors and Persons w/Dis	Other	9/1/2013	Present	Jon	Gaffney	(415) 226-0855	na	jgaffney@marintransit.com
	Marin County	Martin, County of	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Marin County Board of County Commissioners	Marin County Fixed Route, Deviated Fixed Route, ADA Comparable and General Publ	Multimode	2/1/2012	Present	Claudette	Mahan	(772) 419-4081	N/A	cmahan@martincounty.fl.us
	Maryland Transit Administration (MTA)	Paratransit Services for MTA	Paratransit	7/1/2004	Present	Daniel	D'Reilly	(410) 454-7434	na	d'reilly@mta.maryland.gov
	Mass Transit Dept Board of the City of El Paso	Management and Operation Transit and LIFT System	Paratransit	11/1/2012	Present	Julio	Perez	(915) 534-5883	(915) 564-4410	perezjc@elpasotexas.gov
	Mesa County RTPO	Grand Valley Transit	Multimode	1/1/2012	Present	Todd	Hollenbeck	(970) 255-7128 cell 970-210-4771	(970) 623-8481	todd.hollenbeck@mesacounty.us
	Metropolitan Transit Authority of Harris County (METRO)	METROLift Transportation Services	Paratransit	5/2/2011	Present	Arturo	Jackson	(713) 750-4208	N/A	auturo.jackson@ridemetro.org
	Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO)	Community Transportation Coordinator in Alachua County	Paratransit	10/1/2003	Present	Bonnie	Hinson	(352) 955-2200	na	beh@alachuacounty.us
	Metropolitan Tulsa Transit Authority	Lift Van Operation Demand Response Service Provider	Paratransit	11/1/2009	Present	Debbie	Ruggles	(918) 382-4933	na	druggles@tulsatransit.org
	Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	Multimode	7/1/2005	Present	Lynn	Frosch	(425) 707-5162	na	lynn.frosch@microsoft.com
	Mid Mon Valley Transit Authority	Subcontracted Transportation Services- Fixed Route and Maintenance	Fixed Route	7/1/2013	Present	Marc	Roncone	(724) 489-0880	(724) 489-0750	na
	Mission Bay Transportation Management Assoc	Mission Bay Shuttle Service	Private Shuttle	5/1/2010	Present	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City of	Modesto	Modesto Area Express (MAX)	Fixed Route	1/1/2004	9/28/2012	Fred	Cavanah	(209) 577-5298	(209) 571-5521	fcavanah@modestogov.com
	Modoc Transportation Agency	Sage Stage	Multimode	2/1/2000	Present	Pamela	Couch	(530) 233-6410	(530) 233-6424	cimbach@frontiernet.net
City of	Monterey Park	SPIRIT Bus System	Fixed Route	7/1/2010	present	Amy	Ho	(626) 307-1383	(626) 307-2500	arnho@montereypark.ca.gov
	Monterey-Salinas Transit (MST)	Operation of MST Rides ADA & Special Transportation Paratransit Services and Oth	Multimode	7/18/2004	Present	Robert	Weber	(831) 393-8108	na	rweber@mst.org
City of	Morro Bay	MBDAR and Trolley Operations and Management	Multimode	7/1/2001	Present	Janeen	Buringame	(805) 772-6263	(805) 772-7329	jburingame@morro-bay.ca.us
	National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	Fixed Route	10/1/2009	Present	Andrew	Feldon	(408) 592-0617	(408) 271-5125	feldona@amtrak.com
	National Renewable Energy Laboratory	NREL Shuttle Service	Private Shuttle	6/21/2010	Present	Lissa	Myers	(303) 384-7325	(303) 275-3109	lissa.myers@nrel.gov
	New York City Department of Education	General and Special Education Pupil transportation services	Schoolbus	9/1/2011	Present	Eric	Goldstein	(718) 707-4300	na	pupiltransportationteam@schools.nyc.gov

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	New York City Transit Authority	Access-A-Ride	Paratransit	10/1/2001	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride (Harlem)	Paratransit	2/1/2009	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
	New York City Transit Authority	Access-A-Ride NYCT No. 07H9751N	Paratransit	10/1/2008	Present	Michael	Cosgrove	(718) 393-4013	na	michael.cosgrove@nyct.com
City of	Newark	Earthworks Transit	Paratransit	1/1/2004	1/5/2013	Anne M.	Arnott	(740) 670-7708	na	aarnott@newarkohio.net
	Nintendo of America	Nintendo	Fixed Route	5/12/2008	present	Sara	Hatfield	(425) 497-7796	na	saraha01@noa.nintendo.com
	North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	Shuttle	3/29/2009	03/24/2012	Fred	Slye	(408) 988-8881	(408) 988-8899	sslye@nvbc.org
City of	Norwalk	Norwalk Transit System (NTS) Advance Reservation Dial-A-Ride (DAR) Subscription	Paratransit	7/12/2010	present	Damian	Rosales	(562) 929-5550	(562) 929-5572	drosales@ci.norwalk.ca.us
	Ontario County	Ontario County Area Transit System (CATS)	Multimode	1/1/2011	Present	Janet	Starr	(585) 396-4018	(585) 393-2982	jane.starr@co.ontario.ny.us
	Orange County Transportation Authority (OCTA)	OCTA Fixed Route, StationLink and Express Bus Service	Fixed Route	7/1/2009	present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Orange County Transportation Authority (OCTA)	OCTA Access Paratransit Services	Paratransit	7/1/2013	Present	Curt	Burlingame	(714) 560-5921	(714) 560-5921	cburlingame@octa.net
	Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community Transportation Services	Paratransit	10/16/2007	present	Kathryn	Heatley	(408) 436-6865	(408) 437-9499	heatleyk@outreach2.org
County of	Palm Beach	Palm Tran Connection	Paratransit	2/13/2005	8/12/2012	Ron	Jones	(561) 649-9848	RXJONES@pbcco.v.org	rxjones@pbccgov.org
City of	Palo Alto	Palo Alto Bus Shuttle Service	Shuttle	2/28/2011	Present	Kathy	Bradley	(650) 329-2162	na	kathy.bradley@cityofpaloalto.org
	Pender Adult Services, Inc.	Management, Operation, and Maintenance of a Coordinated Transportation System	Multimode	5/14/2007	Present	Judy	Cromer	(910) 259-9119	(910) 259-8434	cromer@penderadulthoodservices.com
	Pender County Department of Social Services	Pender Co DSS Transportation - Medical/Work First Clients	Shuttle	7/1/2013	Present	Reta	Shiver, D.P.A.	(910) 259-1240	na	rshiver@pendercountync.gov
County of	Peoria	Rural Peoria County Transportation Services	Multimode	4/1/2012	Present	John	Hamann	(309) 495-4968	na	jhamann@peoriacounty.org
City of	Petaluma	Petaluma Transit	Multimode	7/1/2000	present	Joe	Rye	(707) 778-7421	(707) 776-3799	jrye@ci.petaluma.ca.us
	Philadelphia Corporation for Aging	Attendant Transportation Services	Paratransit	6/13/2005	Present	Mark	Myers	(215) 765-9000	(215) 765-9066	mmyers@pcphil.org
City of	Phoenix	Phoenix Alternative Transportation Services	Paratransit	7/1/2008	Present	Jesus	Sapien	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov
City of	Phoenix	Phoenix Dial-A-Ride Service	Paratransit	7/1/2001	present	Jesus	Sapien	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov
	Placer County	Contract Driver Services Tahoe Area Regional Transit Peak Season Program	Fixed Route	12/1/2007	present	A.L. (Tony)	Middleton	(530) 745-3530	(530) 745-3567	tmiddleton@placer.ca.gov
	Placer County	Non-Emergency Medical Transportation (Health Express) Program	Multimode	11/1/2013	Present	David	Melko	(530) 823-4090	(530) 823-4036	na
	Presidio Trust	Presidio Trust Shuttle (PresidiGo)	Fixed Route	3/8/2009	Present	Mark	Helmbrecht	(415) 561-5438	(415) 561-4485	mhelmbrecht@presidiotrust.gov
City of	Pueblo	Pueblo Transit Citi-Lift	Paratransit	12/1/2007	Present	Brenda	Broyles	(719) 553-2725	(719) 553-2724	bbroyles@pueblo.us
City of	Raleigh	City of Raleigh Capital Area Transit (CAT)	Paratransit	1/9/2012	Present	David	Eatman	(919) 996-4040	na	david.eatman@raleighnc.gov
	Regional Center East Bay (RCEB)	Transportation Services to Persons With Developmental Disabilities	Regional Center	7/1/2001	present	Francine	Davis	(510) 618-7718	(510) 618-7768	fdavis@rced.org

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	Regional Transportation Authority in Corpus Christi, Texas	Corpus Christi, B-Line	Multimode	1/1/2003	Present	Terry	Klinger	(361) 903-3529 ext. 3529	na	tklinger@ccrta.com
	Regional Transportation Authority of Pima County (RTA)	Seamless Regional Transit Circulator Service	Multimode	5/4/2009	present	Jeremy	Papuga	(520) 792-1093 x 477	(520) 620-6981	jpapuga@pagnet.org
	Regional Transportation Commission of Southern Nevada	Operation and Maintenance of Fixed Route Transit Services Lot A	Fixed Route	7/7/2013	Present	M.J.	Maynard	(702) 676-1778	na	na
	Regional Transportation Commission of Washoe County (RTC)	RTC Ride Fixed Route Services Operations and Maintenance	Fixed Route	7/1/2011	present	Lee	Gibson	(775) 348-0400	(775) 348-3270	lgibson@rtcwashoe.com
	Regional Transportation District (RTD Denver)	Access A Ride ADA Paratransit Services	Paratransit	11/2/2002	Present	Larry	Buter	(303) 299-2152	(303) 299-2992	larry.buter@rtd-denver.com
	Regis Jesuit High School	School Bus Transportation Services	Schoolbus	8/31/2003	Present	Brian	Normile	(303) 261-5502	(303) 221-4772	bnormile@regisjesuit.com
City of	Roseville	Roseville Transit System	Multimode	7/1/2001	present	Mike	Wixon	(916) 774-5480	(916) 774-5195	mwixon@roseville.ca.us
	Rotary Valley Bridge Housing	Bridge Property Management Company	Fixed Route	7/1/2009	present	Leonie	Calvert	(415) 989-1111	na	lcalvert@bridgehousing.com
	Rowan County Government on behalf of Rowan Transit System (RTS)	Rowan County Transit	Multimode	8/1/2003	Present	Gary	Price	(704) 216-8888	na	gary.price@rowancountync.gov
	S & B Engineers & Construction, Ltd.	S&B Shuttle	Shuttle	5/10/2010	2/29/2012	N.L. "Buck"	Henneke	(409) 984-0009	(409) 984-0098	nlhenneke@sbec.com
County of	Sacramento	Job Access Shuttle Service to Franchise Tax Board	Shuttle	12/1/2010	Present	Debby	Rzeznik	(916) 875-0940	na	rzeznikd@sacounty.net
	Salem Area Mass Transit District	TripLink Call Center	Paratransit	6/28/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	CherryLift ADA Paratransit Services	Paratransit	6/29/2010	present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	Chemeketa Area Regional Transportation Service (CARTS)	Fixed Route	6/26/2011	Present	Sue	Dreier	(503) 588-2424	(503) 588-7942	dreiers@cherriots.org
	Salem Area Mass Transit District	Urband Demand Response Transportation Services	Multimode	8/1/2012	Present	SueAnn	Coffin	(503) 361-7588	na	coffins@cherriots.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center	Regional Center	10/1/1997	present	Jeff	Darling	(408) 341-3540	(408) 341-3540	sadarling@sarc.org
	San Andreas Regional Center (SARC)	San Andreas Regional Center - Monterey Service	Regional Center	9/1/2007	present	Greg	Whalley	(408) 374-9960	na	sagregw@sarc.org
	San Benito County Local Transportation Authority	San Benito County Express	Multimode	1/1/2001	present	Lisa	Rheinheimer	(831) 637-7665	(831) 636-4160	lisar@sanbenitocog.org
City and County of	San Francisco	San Francisco Mission Street Shuttle	Shuttle	11/3/2008	11/15/2013	May	Jaber	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org
City and County of	San Francisco	Transportation Services for Seniors and Mentally Disabled Conservatees	Paratransit	7/1/2003	present	Michelle	Nguyen	(415) 557-6001	na	huynhnga.nguyen@sfgov.org
	San Francisco Recreation & Parks Department	Golden Gate Park Shuttle	Shuttle	2/5/2012	Present	Sean	McFadden	(415) 831-2779	na	sean.mcfadden@sfgov.org
	San Francisco Unified School District	Specialized Bus Transportation	Fixed Route	1/7/2002	Present	Frank	O' Hara	(415) 695-5505	(415) 241-6487	ohara@sfsud.ed
	San Joaquin Regional Transit District (SJRTD)	County Transportation Services	Fixed Route	9/5/2010	present	Sharon	Miller	(209) 948-5566 ext. 607	(209) 948-8516	smiller@sanjoaquirtd.com
City of	San Leandro	Measure B Paratransit Services: Flex Shuttle and Medical Trips	Deviated Fixed Route	8/1/2003	present	Kimberly	Dverton	(510) 577-7985	(510) 577-3470	koverton@sanleandro.org

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	San Leandro Transit Management Organization (SLTMO)	LINKS Employee Commuter Shuttle Service	Shuttle	5/1/2001	Present	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Leandro Transit Management Organization (SLTMO)	SLTMO's Eden Medical Center Shuttle	Shuttle	5/1/2001	na	Gordon	Galvin	(510) 351-7265	(510) 483-9176	gordongalvin@home.com
	San Mateo County Health System	Court and Inter-Facility Transportation of Clients for Behavioral Health and Rec	Paratransit	3/23/2010	present	Mary	Vozikes	(650) 573-2541	(650) 573-2841	mvozikes@co.sanmateo.ca.us
	San Mateo County Transit District (SamTrans)	Dumbarton Bridge Express Bus Service	Fixed Route	12/19/2011	Present	Cory	LaVigne	(510) 891-4846	NA	clavigne@actransit.org
	San Mateo County Transit District (SamTrans)	Redi Wheels	Paratransit	8/10/2000	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	SamTrans - CUB	Fixed Route	9/30/2001	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Mateo County Transit District (SamTrans)	Coastside Transportation Services	Paratransit	11/8/2003	present	Ashish	John	(650) 508-6490	na	johna@samtrans.com
	San Pedro Property Owners' Alliance	San Pedro Trolley Service	Fixed Route	10/1/2012	Present	Stephen	Robbins	(310) 832-2183	(310) 832-0685	srobbins@sanpedrobid.com
City of	Sandusky	Sandusky Transit System	Multimode	1/1/2007	Present	Tom	Schwan	(419) 621-8462	(419) 626-0482	thomas schwan [thomas.schwan@ci.sandusky.oh.us]
	Santa Clara County	Housing Authority of Santa Clara County - Bracher Associate LLP	Fixed Route	1/1/2008	present	Rene	Regino	(408) 361-4610	(408) 361-4662	rener@hacsc.org
City of	Santa Clarita	Santa Clarita Fixed Route, Dial-A-Ride and ASI Services	Multimode	8/2/2008	present	Adrian	Aguilar	(661) 295-6305	(661) 295-6393	aguilar@santa-clarita.com
City of	Santa Monica	Operation and Maintenance of the City of Santa Monica Dial-a-Ride Service	Paratransit	4/1/2008	present	Paul	Casey	(310) 451-5444	(310) 451-5444	paul.casey@smsgov.net
City of	Santa Rosa	ADA Paratransit Complementary Paratransit service	Paratransit	11/1/2002	present	Michael	Ivory	(707) 543-3335	na	mivory@srcity.org
	Senior Concerns, Inc.	Senior Concerns, Inc.	Shuttle	9/20/2004	08/31/2011	Carol	Freeman	(805) 497-0189	n/a	n/a
City of	Show Low	Four Seasons Connection	Deviated Fixed Route	7/1/2001	present	Peter	Erlenbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
City of	Show Low	White Mountain Connection	Fixed Route	4/13/2009	present	Peter	Erlenbach	(928) 532-4097	(928) 532-4009	perlenbach@ci.show-low.az.us
	Solano County Transit (SolTrans)	Operation of Fixed Route and Paratransit Transit Service (SolTrans)	Multimode	7/1/2011	6/30/2013	Jeannine	Wooley	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us
	South Coast British Columbia Transportation Authority	Custom Transit Operations for North of Fraser, South of Fraser, and Maple Ridge/	Paratransit	1/1/2009	present	Martin	Lay	(604) 953-3367	(604) 953-3370	martin_lay@translink.bc.ca
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County Package 6	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	SEPTA ADA Paratransit Service in Bucks County	Paratransit	1/8/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	ADA Paratransit Shared Ride Program (SRP) in Philadelphia County	Regional Center	7/29/2011	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southeastern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	Paratransit	7/31/2006	Present	John	Kerrigan	(215) 580-8360	na	jkerrigan@septa.org
	Southwest Ohio Regional Transportation Authority (SORTA)	Specialized Transportation/Paratransit Service	Paratransit	3/1/2002	Present	Lisa	Aulick	(513) 632-7581	na	lraulick@go-metro.com

MV Contracts for the Previous Three Years

Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Spokane Transit	STA Paratransit Demand Responsive Service	Paratransit	1/1/2013	Present	Patricia	Talbott	(509) 325-6018	na	ptalbott@spokanetransit.com
City of	St John's	City of St. John's Para-Transit Services	Paratransit	1/1/2012	present	Susan	Ralph	(709) 570-2131	(709) 576-8564	sralph@stjohns.ca
	St. Andrews Kim Korean Church	St. Andrews Church	Shuttle	2/1/2008	present	Yuliana	Kim	(510) 553-9434	none	mayliac0913@gmail.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route Bus Service in the Wheaton Area	Fixed Route	6/6/2008	Present	Don	McIntyre	(847) 228-2488	na	don.mcintyre [don.mcintyre@pacebus.com]
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Kane County	Paratransit	9/1/2003	Present	Randy	Comstock	(312) 341-8061	na	randy.comstock@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	PACE - West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village	Paratransit	3/1/2000	present	Tom	Groeninger	(847) 228-4292	(847) 364-0240	tom.groeninger@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Pace - South Cook County	Paratransit	2/1/2003	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	City of Chicago Paratransit	Paratransit	3/29/2008	present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	Suburban Bus Division of the Regional Transportation Authority (PACE)	Paratransit Services in Dupage County	Paratransit	7/1/2010	Present	Sally Ann	Williams	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com
	The Hargis Group, LLC	Gilroy Garlic Festival	Shuttle	7/29/2005	5/1/2013	Joel	Hargis	(561) 718-3029	(561) 840-3377	joelhargis@gmail.com
	The Regents of the University of California	Lawrence Berkeley National Labs	Shuttle	1/18/2010	Present	Kory	Porter	(510) 486-5112	na	kporter@lbl.gov
City of	Thousand Oaks	Thousand Oaks Transit	Multimode	1/1/2004	present	Mike	Houser	(805) 376-5063	(805) 498-4941	mhouser@toaks.org
City of	Torrance	Municipal Area Express (MAX)Commuter Bus Service	Fixed Route	7/1/2005	6/30/213	Ian	Dailey	(310) 618-6234	(310) 618-6229	idailey@torranceca.gov
City of	Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	Multimode	7/1/2001	Present	Rod	Buchanan	(209) 831-4330	(209) 831-4212	rod.buchanan@ci.tracy.ca.us
	Transit Authority of River City (TARC)	Transit Authority of River City (TARC)	Multimode	10/1/2005	9/30/2012	J. Barry	Baker	(502) 561-5100	(502) 213-3244	jbarrybaker@ridetarc.org
City of	Tulare	Management and Operation of the City of Tulare Transit System (Tulare InterModal	Multimode	10/1/2006	Present	Darlene	Thompson	(559) 684-4227	(559) 685-5691	dthompson@ci.tulare.ca.us
	Tulare, County of	Tulare County Area Transit (TCAT)	Multimode	10/1/2006	Present	Dan	Fox	(559) 624-7180	(559) 740-4448	dfox@co.tulare.ca.us
City of	Union City	Union City Transit	Multimode	7/1/2000	Present	Wilson	Lee	(510) 675-5409	(510) 675-9885	wilson@unioncity.org
	United Auto Group, Inc.	Shuttle Service	Shuttle	6/1/2004	9/8/2013	Jack	Guthrie	(401) 824-2252	(401) 824-2258	jguthrie@penskeautomotive.com
	University of Colorado	University of Colorado Shuttle Bus Service	Shuttle	6/1/2012	Present	Kerrie	Bathje	(303) 724-0049	na	kerrie.bathje@ucdenver.edu
	University of Kansas	Transportation Services: Fixed Route, Paratransit and Safe Ride	Multimode	8/1/2007	present	Danny	Kaiser	(785) 864-7445	(785) 864-5220	dkaiser@ku.edu
	Utah Transit Authority (UTA)	ADA Complimentary Paratransit and Route Deviation Providers	Paratransit	9/1/2004	present	Joyce	Wall	(801) 287-5373	(801) 287-4565	jwall@rideuta.com
	VA Northern California Healthcare System	Grounds Transportation (Special Needs) for the San Francisco VA Medical Center	Paratransit	10/1/1998	Present	Kathy	Gotschall	(415) 750-6613	na	kathy.gotschall@va.gov



MV Contracts for the Previous Three Years

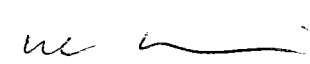
Agency Prefix	Client / Agency	Service	Service Type	Service Start Date	Service End Date	Contact First Name	Contact Last Name	Telephone	Fax	Email
	Valley Mountain Regional Center	Valley Mountain Regional Center	Regional Center	6/1/1997	Present	Wilma	Murray	(209) 955-3244	(209) 473-0256	wmurray@vmrc.net
	Valley Regional Transit	Valley Ride Transit System	Other	8/1/2010	Present	Bruce	Sackron	(208) 846-8547 ext. 4226	(208) 846-8564	bsackron@valleyregionaltransit.org
	Veolia, Inc.	East Bay Paratransit Consortium ADA Paratransit Services for AC Transit and BART	Paratransit	9/18/1996	Present	Mary	Rowlands	(510) 893-5949	(510) 446-2082	mary.rowlands@veoliatransdev.com
	Veolia, Inc.	San Francisco Access	Paratransit	1/8/2012	present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliatransdev.com
	Veolia, Inc.	DAAS Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.sob@veoliatransdev.com
	Veolia, Inc.	SFMTA Group Van Services	Paratransit	5/1/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliatransdev.com
	Veolia, Inc.	SF Paratransit Shopping Shuttle	Paratransit	8/10/2012	Present	Marc	Soto	(415) 351-7010	na	marc.soto@veoliatransdev.com
	Village of Schaumburg	Dial-a-Ride (DART) Service	Multimode	6/1/2013	Present	Richard	Bascomb	(847) 923-3862	(847) 923-2381	rhascomb@ci.schaumburg.il.us
City of	Visalia	Visalia Transit System and SEKI Shuttle	Multimode	9/1/2003	Present	Monty	Cox	(559) 713-4100	(559) 713-4815	mcox@ci.visalia.ca.us
County of	Wake	Wake Coordinated Transportation Service (WCTS)	Paratransit	7/1/2003	Present	Don	Willis	(919) 250-3829	na	donwillis@wakegov.com
	Washington Metropolitan Area Transit Authority (WMATA)	MetroAccess Paratransit Services for Maryland, Virginia and Washington D.C.	Paratransit	3/1/2006	7/1/2013	Christian	Kent	(202) 962-2100	na	ckent@wmata.com
	Wells Fargo Bank N.A.	Wells Fargo Employee Shuttle Services	Shuttle	9/1/2004	Present	Christina	Davis	(925) 686-7438	(925) 685-3387	davisci@wellsfargo.com
City of	West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	Multimode	7/1/2002	present	Perri Sloane	Goodman	(323) 848-6370	(323) 848-6565	pgoodman@weho.org
	Western Contra Costa Transit Authority (WestCat)	WestCAT	Multimode	7/1/2000	Present	Charles	Anderson	(510) 724-3331	(510) 724-5551	charlie@westcat.org
City of	Westlake Village	Westlake Village	Paratransit	1/14/2006	9/1/2011	Kerry	Kallman	(818) 706-1613	(818) 706-1391	kerry@wlv.org
City of	Whittier	City of Whittier/La Habra Dial-a-ride Service Operation	Paratransit	8/1/2007	present	Martin	Browne	(562) 698-2131	(562) 698-2131	mbrowne@cityofwhittier.org
	Wilson County	Wilson County Coordinated Transportation Services	Paratransit	5/14/2007	Present	Marvin	Sharpe	(252) 399-2817	(252) 399-2770	mtsharpe@wilson-co.com
City of	Winter Springs	Winter Springs	Paratransit	4/1/2003	Present	Kevin	Smith	(407) 327-6590	(407) 327-6686	ksmith@winterspringsfl.org

**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Proposer's Name	MV Transportation, Inc.
Address	5910 N. Central Expressway, Suite 1145, Dallas TX 75206
Internal Revenue Service Employer Identification Number	94-2491705

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all 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	MV Transportation, Inc.	
Authorized representative	W.C. Pihl, Executive Vice President	
Signature		Date March 28, 2014



**County of Los Angeles  
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: MV Transportation, Inc.

My County (WebVen) Vendor Number: 11124801

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** N/A

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): 16,822

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	Please see attached Employer Information Report.					
Asian or Pacific Islander						
American Indian						
Filipino						
White						


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	Minority shareholders	22.6% various	%	%	52.6 %
Women	24.8 %	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: W.C. Pihl  Title: Executive Vice President Date: March 28, 2014

CO= BG03503  
 U= BG03503

**EQUAL EMPLOYMENT OPPORTUNITY  
 2013 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2**

**SECTION C - TEST FOR FILING REQUIREMENT**

**SECTION B - COMPANY IDENTIFICATION**

1. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

2.a. MVTRANSPORTATION INC  
 5910 N CENTRAL EXPRESSWAY 1145  
 DALLAS, TX 75206

1-N 2-N 3-Y DUNS NO.:104183132

**SECTION E - ESTABLISHMENT INFORMATION**

NAICS: 485991 Special Needs  
 Transportation

c. Y

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	***** MALE *****					***** FEMALE *****									
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	1	0	8	2	0	0	0	0	0	0	3	1	0	0	0	0	15
FIRST/MID OFFICIALS & MGRS	138	60	313	198	7	21	6	17	134	139	4	7	2	9	1055		
PROFESSIONALS	7	7	16	8	1	1	0	2	10	4	0	0	0	0	56		
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ADMINISTRATIVE SUPPORT	103	541	110	171	9	18	1	9	307	628	14	45	2	35	1993		
CRAFT WORKERS	231	0	218	110	11	47	4	13	1	2	1	0	0	0	638		
OPERATIVES	1968	907	2242	2707	100	651	49	146	732	2137	57	59	38	100	11893		
LABORERS & HELPERS	127	46	68	107	6	20	0	9	14	13	0	1	0	3	414		
SERVICE WORKERS	6	24	10	52	6	7	1	0	19	28	27	7	5	3	195		
TOTAL	2581	1585	2985	3355	140	765	61	196	1220	2952	103	119	47	150	16259		
PREVIOUS REPORT TOTAL	2283	1480	2851	3825	129	678	63	154	1289	3108	94	115	56	132	16257		

**SECTION F - REMARKS**

DATES OF PAYROLL PERIOD: 08/23/2013 THRU 09/06/2013

**SECTION G - CERTIFICATION**

CERTIFYING OFFICIAL: EBONI CURRY  
 EEO-1 REPORT CONTACT PERSON: EBONI CURRY  
 EMAIL: EBONI.CURRY@MVTRANSIT.COM

TITLE: HRIS SPECIALIST  
 TITLE: HRIS SPECIALIST  
 TELEPHONE NO: 9723914636

CERTIFIED DATE[EST]: 12/31/2013 04:45 PM

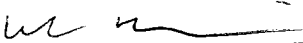
GAIN and GROW EMPLOYMENT COMMITMENT

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.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014

### TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

**A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document**

Proposer Name: MV Transportation, Inc.	Date of Request: N/A
Project Title: Florence-Firestone / Walnut Park and Baldwin Hills Shuttle Services	Project No. 2014-PA016

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

**For County use only**

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

MV Transportation, Inc.

Company Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

94-2491705

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**CERTIFICATION**

**YES**

**NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(  )

(  )

**OR**

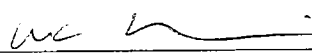
**YES**

**NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

(  )

(  )



Signature

March 28, 2014

Date

W.C. Pihl, Executive Vice President

Name and Title (please type or print)



## TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: MV Transportation, Inc.			
COMPANY ADDRESS: 5910 N. Central Expressway, Suite 1145			
CITY: Dallas	STATE: TX	ZIP CODE: 75206	

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

**I hereby certify that I meet all the requirements for this program:**

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: W.C. Pihl	TITLE: Executive Vice President
SIGNATURE: 	DATE: March 28, 2014

**REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S LIST OF TERMINATED CONTRACTS**

PROPOSER'S NAME: MV Transportation, Inc.

Proposer has not had any contracts terminated in the past three years.


Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM Please see attached.	
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   
W.C. Pihl, Executive Vice President

DATE: March 28, 2014

## **Attachment to Form PW-14 – Proposer's List of Terminated Contracts**

MV is proud of the longstanding relationships that it has formed with the agencies it serves. MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract in its entire 39 years of service. While the Company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract terminated due to failure to comply with contract obligations.

In Greensboro, NC, MV exercised its right to terminate for convenience under the term of the contract after its inability to come to an agreement with the County that would mitigate MV's operational and financial losses. Under this per-trip contract, the client controlled all reservations and scheduling; ridership consistently decreased over the contract term and no-show trips were not effectively handled. As a result MV's was unable to effectively manage service without financial loss. In August of 2011 MV met with its customer in Greensboro NC to discuss options to remedy this situation; however the County was unable or unwilling to agree to a solution. MV's last date of service was November 13, 2011.

**PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS**

Proposer's Name: MV Transportation, Inc.

- Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 Please see attached.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B.  Pending Litigation       Threatened Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Proposer:  Date: March 28, 2014  
 W.C. Pihl, Executive Vice President

## **Attachment to Form PW-15 – Proposer's Pending Litigations and Judgments**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has liability, workers' compensation and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits that the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, executive vice president of risk management at (712) 764-3720.

FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES  
(2014-PA016)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION


MV Transportation, Inc.

Proposer's Name

5910 N. Central Expressway, Suite 1145, Dallas TX 75206

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:   
W.C. Pihl, Executive Vice President

Date: March 28, 2014

**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**

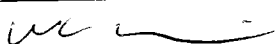
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: W.C. Pihl	Title: Executive Vice President
Signature: 	Date: March 28, 2014


**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.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014





**FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES  
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

**PROPOSER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):
  - Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

**Subcontracting is not allowed to meet this requirement.**

- 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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of Service	Please see attached.
Number of Years Providing Above Service	
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

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.

(Please attach additional pages if needed.)

No. Proposer does not meet the experience requirement stated above.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route service for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

**Subcontracting is not allowed to meet this requirement.**

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 scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of the Employee	Stephen Allan
Number of Years Providing Above Service	Please see attached.
Make of Vehicle	
Model of Vehicle	
Size/Length of Vehicle	
Fuel Type	

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.

(Please attach additional pages if needed.)

No. Proposer's Project Manager does not meet the experience requirement stated above.

3. Proposer or its Subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Yes. Proposer or its Subcontractor'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 for scoring of your proposal in this category).

**Minimum three years of experience with propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.**

Name of the Employee	Name: <u>Martin Camargo</u> Proposer <u>X</u> / Subcontractor _____ (check one)
Number of Years of Experience Servicing the above type of vehicle	Please see attached.
Make of Vehicle Serviced	
Model of Vehicle Serviced	
Size/Length of Vehicle Serviced	
Fuel Type of Vehicle Serviced	

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.

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(Please attach additional pages if needed.)

No. Proposer or its Subcontractor's Maintenance Manager does not meet the experience requirement stated above.

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). **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer does meet the minimum mandatory requirement stated above and has received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or

## Attachment to Form PW-20 –

### Proposer's Compliance with the Minimum Requirements of the RFP

#### 1. Compliance with Experience Requirements of Firm

Please refer to the following table for documentation of MV's minimum 3 years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Name of Service	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' MV Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	12	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7
LADOT Package 5b	2005-2013	EIDorado E-Z Rider	2001	30'	Propane	8	14

#### 2. Compliance with Experience Requirements of Project Manager

Please refer to the following table for documentation of MV's project manager's minimum three years of experience in providing same or similar fixed route service to government or social service agency using propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Allan has operated all of these services in the capacity as project manager since 2008 and more than exceeds the minimum of 3 years' experience.

Project	Dates of MV-Provided Service	Make of Vehicle	Model of Vehicle	Size/Length of Vehicle	Fuel Type	Years' Project Manager Experience	Number of Vehicles
DowneyLINK	2002	EIDorado T-Mark	2008	32'	Propane	6	7
King Medical Center Shuttle	2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	2004-2013	EIDorado T-Mark	2004	32'	Propane	5	7

**Attachment to Form PW-20 –  
Proposer’s Compliance with the Minimum Requirements of the RFP**

**3. Compliance with Experience Requirements of Maintenance Manager**

Please refer to the following table for documentation of MV’s maintenance manager’s minimum three years of experience maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses. Mr. Camargo has overseen Paramount maintenance operations since 2001 and more than exceeds the minimum of 3 years’ experience.

Project	Dates of MV- Provided Service	Make of Vehicle	Model of Vehicle	Size/ Length of Vehicle	Fuel Type	Years’ Maintenance Manager Experience	Number of Vehicles
DowneyLINK	Since 2002	EIDorado T-Mark	2008	32'	Propane	13	7
King Medical Center Shuttle	Since 2011	EIDorado Chevy 4500	2008	30'	Propane	3	3
Cerritos COW	Since 2004-2013	EIDorado T-Mark	2004	32'	Propane	9	7

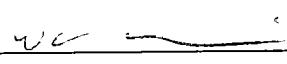
passed all reinspections) of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.

- Proposer has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or recieved a "Conditional" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.
- No. Proposer does not meet the minimum mandatory requirement stated above. Proposer has received an "**Unsatisfactory**" rating and **did not** upgrade the rating to a "**Conditional**" or "**Satisfactory**" within the CHP's 120-day reinspection periods and/or received a "**Conditional**" rating and **did not** upgrade the rating to "**Satisfactory**" within the CHP 180-day reinspection period, whether on the initial inspection or the CHP reinspection, the Proposer will have failed this criteria.

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. **Subcontracting is not allowed to meet this requirement.**

- 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.

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature W.C. Pihl 	Title Executive Vice President
Firm Name MV Transportation, Inc.	Date March 28, 2014

FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES

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:** The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following Certification/Licensing requirements:

- Proposer or its Subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

- Yes. Proposer or its Subcontractor 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)



- Proposer or its Subcontractor 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 the require ASE certification above.

Complete the chart below. List all mechanic staff assigned to this Contract.

<b>Mechanics Assigned to this Contract</b>	
<b>Employee Name</b>	<b>Types of Certification (List multiple, if applicable)</b>
Martin Camargo	ASE Heating, Ventilation & A/C

- No. Proposer or its Subcontractor's mechanic staff assigned to this Contract does not meet the certification/licensing requirement stated above and the request to affirmative statement will not be provided.

2. Proposer or its Subcontractor shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified under Number 1 of this Form.

- Yes. Proposer or its Subcontractor 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.)

<b>Employee Name</b>	<b>Type of Certification</b>
Martin Camargo	MACS and IMACA

- No. Proposer or its Subcontractor's mechanic staff does not meet the certification/licensing requirement stated above.

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. **Subcontracting is not allowed to meet this requirement.**

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).


<b>Employees with DMV Class B (with a minimum of a "P" endorsements)</b>		
<b>Employee Name</b>	<b>Class of Drivers License</b>	<b>"P" endorsement or Higher (Yes or No)</b>
Francisco Garcia	B	Yes
Termaine Givens	B	Yes
Rosa Godoy	B	Yes
Norma Martinez	B	Yes
Claudia Nevarez	B	Yes
Tristan Stewart	B	Yes
Please see copies in the appendix of this proposal.		

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.

FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES

**PROPOSER'S COMPLIANCE WITH THE CERTIFICATION/LICENSING REQUIREMENTS OF THE RFP**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

<b>Signature</b> W.C. Pihl 	<b>Title</b> Executive Vice President
<b>Firm Name</b> MV Transportation, Inc.	<b>Date</b> March 28, 2014

**REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Name of Firm: MV Transportation, Inc.	County Webven No. 11124801
Print Authorized Name: W.C. Pihl	Title: Executive Vice President
Authorized Signature: 	Date: March 28, 2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

## LOS ANGELES COUNTY CODE

## Title 2 ADMINISTRATION

## Chapter 2.201 Living Wage Program

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

**2.201.20 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 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 the chief executive officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et.

Seq. of this code, entitled Contracting with Private Business.

**2.201.30**      **Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

\*Editor's note: Effective three months after the effective date of the Ordinance approval.

**2.201.040**      **Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

**2.201.050**      **Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer'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.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.60 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.70 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer

may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.80      Enforcement and Remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

**2.201.090      Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.



"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. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

**2.201.100 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: MV Transportation			
Company Address: 5910 N Central Expy			
City: Dallas	State: TX	Zip Code: 75206	
Telephone Number: 214-662-0499	Facsimile Number:	Email Address: justin.pate@mvtransit.com	
Awarding Department: Department of Public Works		Contract Term: 1 year, (4) option years	
Type of Service: Shuttle Transportation Services			
Contract Dollar Amount: \$387,525		Contract Number (if any): 2014-PA016	

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

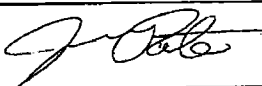
- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: Justin C Pate	TITLE: Vice President
SIGNATURE: 	DATE: 3/20/14

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

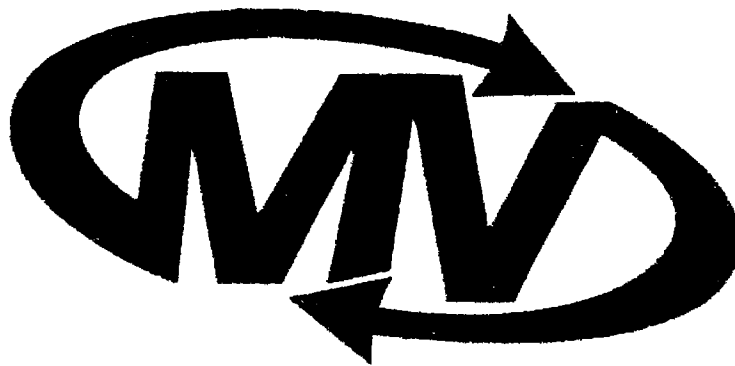
Health Benefit(s) Payment Schedule:

Monthly                       Quarterly                       Bi-Annual

Annually                       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**AGREEMENT**  
**BETWEEN**  
**MV TRANSPORTATION INC.**



**AND**  
**TEAMSTERS LOCAL 848**  
PARAMOUNT DRIVERS

**June 13, 2010 through June 30, 2014**

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## ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective June 13, 2010, by and between MV Transportation, INC. (hereinafter referred to as the “Company”) and Teamsters Local Union Number 848, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the company and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 – RECOGNITION

Section 2.1 – Bargaining Representative: The Company recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

Section 2.2 – Covered Employees: All regular full-time, regular part-time, and part-time casual drivers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations.

1. City of Lynwood
2. Norwalk
3. Torrance
4. City of Compton
5. City of Downey
6. City of Cerritos
7. WillowBrook

All located at: 7209 Rosecrans, Paramount, CA 90723

8. La Mirada

Located at: 15677 Phoebe Ave, La Mirada , CA 90638

9. Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 – New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

### **ARTICLE 3 – PARTICIPATION**

Section 3.1 – Purpose. It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union's costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership. An employee assigned to a covered classification who is employed by the Company on the date of contract ratification, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31<sup>st</sup> day following the employee's completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee's start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.



Section 3.3 - Checkoff. The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction. It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted. Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership. In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company.

Section 3.7 - Indemnification. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

Section 4.1 - Company Rights. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights. The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 – Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the “Client.” The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees with out renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client

to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

Section 4.4 – Non-Waiver of Rights. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 – REPRESENTATIVES' RIGHTS**

Section 5.1 – Recognition of Shop Stewards: As a general rule, the Union may designate, and the Company will recognize, not more than one (1) Shop Steward from within the bargaining unit per fifty (50) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. However, for locations where there are less than fifty (50) bargaining unit employees permanently assigned to that facility, the Union may designate only one (1) Shop Steward. The Company will not be required to recognize any employee as a Shop Steward unless the Union has informed the Company, in writing, of the employee's name. Each Shop Steward will be permitted to designate one alternate Shop Steward who shall only be permitted to perform the duties of Shop Steward in their absence.

Section 5.2 – Leaves of Absence. The Company agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact Company's ability to provide service to the Client. The Union agreed not to request that more than two such leaves of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires his absence from the Company's employ, will upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Union business is further defined to mean

employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence.

Section 5.3 – Duties of Shop Stewards. Shop Stewards are authorized to represent bargaining unit members at meetings and process and settle grievances.

Section 5.4 – New Member Orientation. The Company will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 848 to newly hired employees for a maximum of 30 minutes. The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the Company and the Union.

Section 5.5 - Union Visitation: During normal business hours, the Union Business Agent or other authorized officer of the Local will be allowed access to Company premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union Business Agent shall make his presence known to the General Manager (GM) or his designee upon arrival at the Division. The Union agent will confine any conversations with employees to non-work time and his activities will not in any manner interfere with the performance of work by the employee. In the event that the Union Business Agent needs to conduct business at a Division location not under the current supervision of the GM the Business Agent shall call the GM or his designee upon arrival at that Division location. The Union Business Agent will suspend the conduct of Union business at an unsupervised Division location in the event it is determined by management that the presence of the General Manager is required in order to conclude that business in an orderly and businesslike manner.

## **ARTICLE 6 – BULLETIN BOARDS**

Section 6.1 – Union Business. The Company agrees to provide space for bulletin boards for employees covered by this Agreement. The Union-supplied bulletin board is for the Union's exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. Nothing will be posted that disparages the Company, the Union, the client or any other person or employee. All postings must be printed on official Union letterhead and signed by an officer of the Local. The Company shall also allow any official postings as mandated and prescribed by any government agency.

Section 6.2 - Indemnification. The Union indemnifies and will hold the Company harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 – COMPLIANCE WITH LAW**

It is understood and agreed that the Union will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, will not be effective until authorized in such election or until full compliance with the law is accomplished.

## **ARTICLE 8 – AFFIRMATIVE ACTION**

Section 8.1 – Equal Opportunity. The Company and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the Company and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

Section 8.2 – Gender. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

## ARTICLE 9 – NO STRIKE, NO LOCKOUT

Section 9.1 - Disputes. It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the Company during the term of this Agreement.

Section 9.2 - No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work or violates the provisions of this Article in any way, may be disciplined by the Company up to and including discharge. The Company will use all available legal means in the event of a wildcat strike or a labor disruption violating this agreement.

Section 9.3 - Lockouts. During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

## ARTICLE 10 – DISCIPLINE

### Section 10.1 - Disciplinary Procedures.

- (a) All disciplinary processes will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. The Company agrees to be fully compliant with employee's representational rights under the Weingarten decision. The charged employee shall be given the opportunity to attend all hearings, which may result in disciplinary action. A Union representative may also attend the hearing, if so requested by the employee.

- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline.
- (d) Initial discipline shall occur within fourteen (14) business days of the Company's knowledge of an alleged infraction / incident. The Company will notify the union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Weingarten Rights. It is understood that MV Transportation will comply with the Weingarten Decision with respect to its employee's rights to union representation. When a disciplinary meeting is conducted, and a request is made by a member of the bargaining unit for union representation in compliance with the Weingarten decision, a union steward shall be permitted to attend that meeting. In the absence of a Union Steward, the employee may request another available bargaining unit employee sit in on the meeting. If Union representation is waived, the Company shall make a written note of that waiver and attempt to have that note signed by the employee.
- (f) Disciplinary action taken by the Company according to the terms of this Section are subject to the grievance procedure contained herein.

Section 10.2 - Progressive Discipline: Any violation of posted and/or written Company rules, policies and/or procedures may, at the Company's discretion, result in disciplinary action. Disciplinary actions resulting in suspension and/or termination shall be for just cause only. With the exception of a violation of a serious infraction as listed in Section 10.4, Attendance Policy as listed in Section 10.5, or the Safety Policy as listed in 10.6, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:



- First Violation: Policy review / documented verbal counseling.
- Second Violation: First Written Warning Notice.
- Third Violation: Final Written Warning Notice.
- Fourth Violation: Dismissal From Employment With Company

The definition "first", "second", "third" and "fourth" violation above shall mean the violation of any similar or related rule or combination of rules. "Similar or related" would be a violation of any single step or action in a larger procedure or activity (eg. pre-trip, schedule adherence, proper uniform, workplace behavioral problems, customer service, workplace policies/procedures, etc). An employee will have his record cleared of each violation after 12 months using a rolling twelve (12) month time period.

The MV Employee Handbook policies for Attendance, Safety and Incident, Substance Abuse and Misuse, and Major Work Rule violations shall constitute "just cause" and be considered proper and/or progressive discipline for violations as stated in those sections of the Handbook with the exceptions of:

1. Additionally, the disciplinary terms contained in the Company's agreed upon cell phone use policy shall constitute just cause, and proper and/or progressive discipline for all violations of that policy.
2. The agreed upon Drive-Cam Policy shall remain in full force and effect for the duration of this agreement unless expressly agreed to between the parties in writing.

Section 10.3 - Work Rules. The Company will issue all employees a current MV Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy in the Handbook, the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such

rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions. The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.

- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup. (NOTE: This language (j) is only for Agreements that cover Paratransit operations.)
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.

- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.
- (p) Any other terminable offense as stated in the MV Employee Handbook.

Section 10.5 - Attendance. The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On two (2) occasions in any rolling (12) twelve month period, an employee shall be excused from work for a verifiable illness without the assessment of an attendance point when that employee meets both of the following conditions:

1. The absence is reported to supervision or dispatch at least (1) one hour prior to the start of their shift.
2. The employee presents a valid doctors excuse dated and signed by a doctor practicing in the U.S., releasing the employee from work on the actual day, or consecutive days for the entire period of absence up to (5) five days.

Section 10.6 - Safety Policy. Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect. It is the policy of MV Transportation that safety and accident prevention shall be considered of primary importance in all phases of operations and administration. The Employee Handbook describes the Safety Point System and the other rules and procedures regarding safety. The Safety and Incident Policies as detailed in the MV Employee Handbook, including the Safety Point System, are the agreed upon safety policies in effect for this Agreement.

Section 10.7 – Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle. A final determination as to the safety of all Company equipment shall be determined by management or their authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

Section 11.1 – Definition. A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance. The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

#### STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

#### STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

#### STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request

arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure. The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties
- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection. If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

## **ARTICLE 12 – CATEGORIES OF EMPLOYEES**

Section 12.1 – Regular Full-Time. Employees whose regular scheduled bid is at least thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time. Employees whose regular scheduled bid is less than thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual. Part-time employees who are regularly scheduled to work less than thirty-two and one half (32.5) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change. Part-time employees may be requested to work more than thirty-two and one half (32.5) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open



shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

## ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 – Pre-trip Duties: Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. Each employee shall be allowed a five (5) minute “grace period” for every sign-on. Employees shall not be penalized for signing on five (5) minutes or less after their Scheduled Report Time.

Section 13.2 – Post-trip Duties: An operator’s paid time ends after their last trip is performed and the vehicle is refueled (if required), returned to the yard, the vault is pulled (if required), and the post-trip is completed, and all required paperwork is completed and turned in. It shall be considered a major violation of Company Work Rules, and subject to discipline up to and including termination, to intentionally and unnecessarily extending “dead head” time when returning to the yard and/or the completion of any and all post-trip duties.

Section 13.3 – Workweek. The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 – Overtime. Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.

Section 13.5 – Scheduled Hours – Fixed Route. The Company agrees not to make arbitrary changes to existing bid routes. Changes may be made during general bids as stated in Article 15 of this agreement. However, changes may be made when caused by an act of God, natural disaster, when mandated by the client, to maintain the efficiency of operations as determined by management, or to meet other verifiable operational needs

beyond the control of the employer. The Company shall not abolish existing routes solely for the purpose of moving work to part-time positions.

In the event that changes to a given route need to be made due to one of the reasons stated above, the Company agrees to eliminate and revise the affected route or routes. The revised route or routes shall then be bid in accordance with the Bidding Article section entitled "Single Open Piece of Work".

13.6 – Scheduled Hours – Para-transit:

Due to the nature of Para-transit work, there shall be no guaranteed hours per day or per week.

13.7 – Standby Assignment:

Drivers working standby shall be guaranteed two (2) hours per scheduled report.

## ARTICLE 14 – SENIORITY

Section 14.1 – Definition. Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff. When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use. Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period. All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken. Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken. Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

## **ARTICLE 15 – BIDDING**

Section 15.1 – Procedure: The Company shall conduct General Bids at least 2 times each year, at a time determined by the Company or as required due to changes in demand for the service. The company agrees to conduct scheduled bids each January and July so long as these scheduled bids do not fall within four (4) months of any previous bid. In such case, the Company may wait till the next January or July bid time to conduct the next General Bid. Separate General Bids will be conducted for employees working on each revenue agreement. The General Bid shall be posted at least seven (7) business days prior to bidding with a copy sent to the Local Union, when possible. For “scheduled” fixed route service, posted runs shall show the start and the end times of the shift. For “flex-scheduled” fixed route, and dial-a-ride service, posted runs shall show the approximate start and the approximate end times of the shift.

General Bids will be conducted separately for employees working on each revenue agreement within Division 14. Any driver may bid on any available open piece of Division 14 work in the following manner:

### General Bid

- First – Operators bid within the revenue agreement for which the employee is permanently assigned based on their revenue contract seniority.
- Second – Remaining open pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

### Single Open Piece of Work

- First – When any piece of work becomes open between General Bids, only that piece of work will be posted, and may be bid on by drivers within the revenue agreement for which the opening exists based on their revenue contract seniority.
- Second – Remaining single pieces of work may be bid on by any driver within Division 14, based on their Division 14 seniority.

Single Open Piece of Work Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. The bid shall be posted for five (5) business days. The successful bidder shall be notified within two (2) business days of the close of bidding. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Section 15.2. General Bid: Operators must be qualified to perform work on the piece of work for which they are bidding at the time of the bid. Operators shall bid in seniority order as quickly as reasonably possible (three minutes maximum), so as not to hold up the bidding process. If an operator is unable to bid, a union representative shall make his/her selection. Employees may leave a list of proxies with the Company and the Union prior to the bid.

Full-time and part-time status will be determined by the piece of work for which the operator successfully bids.

Section 15.3 – Illness or Injury. Employees absent due to illness or injury of the employee will be permitted to bid if the bus operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

Section 15.4 – Para-Transit Work. A bid shall not be construed to mean that this is a minimum of maximum time the employee will work. Employees shall be required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's work. The actual start time may vary from the bid time due to the demand of the system. During the work day, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time. (NOTE: This Section applies only to operations that perform para-transit services.)

Section 15.5 - Split Shifts. Split shifts may be designed based on the needs of the operation or requirements of the Client. Time in between split shifts shall be unpaid.

## **ARTICLE 16 – DRUG AND ALCOHOL PROGRAM**

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

## **ARTICLE 17 – BREAKS & LUNCHES**

Section 17.1 - Scheduled Breaks. The following will apply to scheduled lunch breaks, for all full time or part time employees, as it applies to the schedules they bid and hours they work:

All employees are authorized and permitted to take rest periods in accordance with California Industrial Welfare Commission Order Number 9-2001. It is the responsibility of employees to take rest periods even if it means he or she may be late on route or for the next pickup. If an employee wanted to take a rest period and could not do so, the employee must submit a written statement explaining why he or she was impeded from taking a rest period to his or her General Manager within two (2) working days after the missed rest period occurred. Unless the Company is notified of missed rest periods in the manner and time period set forth herein, the Company will conclude, as permitted, that all employees were permitted to take rest periods.

Employees who work up to eight (8) to ten (10) continuous hours will have no more than one (1) hour of break time deducted. Employees who work ten (10) to twelve (12) continuous hours will have no more than one and one half (1 ½) hours of break time deducted.

There is no paid travel time for lunch. Lunches begin at the last drop prior to lunch and end at the first pickup after lunch. Employees must take lunch as required up to the maximum amount stated herein. On some days, due to system demand, an employee may not receive a lunch break and in this event there will be no time deducted. A lunch break, if granted, is a minimum of thirty (30) minutes.

Section 17.2 - California Meal Waiver. The Company will comply with state laws concerning meal periods, which provides for at least a thirty (30) minute unpaid meal period for a work period of more than five (5) consecutive hours and a second meal period of at least thirty (30) minutes for a work period of more than ten (10) consecutive hours. The Company and the Union agree that these meal periods may be waived when employees' work periods of not more than six (6) hours will complete the day's work or when the employees' total hours worked for the day is no more than twelve (12)-hours and the first meal period was duty-free. It is agreed between the Company and the Union that given the nature of the work drivers in the bargaining unit perform, they may not be relieved of all duty. Therefore the Company and the Union agree the bargaining unit members may receive a paid meal period rather than a duty-free meal period. At anytime, an individual bargaining unit member, in writing, may revoke the meal waiver or on-duty meal period agreement. Any and all disputes regarding the application of meal periods shall be subject to the grievance procedure.

## **ARTICLE 18 – COMPLETE AGREEMENT**

Section 18.1 - Sole Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 18.2 - Waiver of Bargaining During Term. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

#### **ARTICLE 19 – AUTHORIZED DEDUCTIONS**

Section 19.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 19.2 – D.R.I.V.E: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one



check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20<sup>th</sup>) day of the month following the date on which the money was deducted from the employee's paycheck.

Section 19.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

## **ARTICLE 20 – ITEMIZED STATEMENTS**

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (eg. Holiday weeks, payroll system malfunction, employee error, etc).

## **ARTICLE 21 – JURY DUTY**

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

## **ARTICLE 22 - FUNERAL LEAVE**

Section 22.1 – Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationary employees with six (6) full months of service to the Company shall be entitled to up to two (2) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 22.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

## **ARTICLE 23 – LEAVES OF ABSENCE**

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

## **ARTICLE 24 – TRANSFER RIGHTS**

Section 24.1. An employee, who has completed one (1) year or more of site seniority at one of the locations covered by this Agreement, may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager of the current location will notify the employee in writing if the transfer has been accepted or rejected within 10 working days of receipt of the employee's request.

Section 24.2. An employee accepted for transfer as set forth in Section 1 above, shall begin to accrue site seniority at the new location beginning from the date the employee begins work at the new location, and will immediately rescind seniority held at the previous site. That employee shall retain Company seniority from the other location for purposes of wage progression

and benefits. It is generally understood that the driver's wages will remain at the same rate until the contract catches up with the driver's wage rate if he/she is making more than the current scale. The Driver's new wage rate shall be agreed upon before any transfer takes place. If he/she is making less than the current scale the transferring driver will be brought to scale.

Section 24.3. All employment referred to in this Article shall be subject to the qualifications of the affected employee.

### **ARTICLE 25 – SANITARY CONDITIONS**

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

### **ARTICLE 26 – PARKING**

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

### **ARTICLE 27 – BONUS/INCENTIVE PROGRAMS**

Section 27.1 – Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, operator retention, etc. These bonuses may be ongoing, or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

### **ARTICLE 28 - SAVINGS CLAUSE**

Section 28.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City,

State of Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 28.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 28.3 – Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

**ARTICLE 29 – DURATION**

Section 29.1 - Effective Date: This Agreement shall be in force and effect from June 13, 2010 through 12:00 midnight June 30, 2014.

Section 29.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.


FOR THE COMPANY  
MV Transportation, Inc.



Cliff Reynolds  
Director of Labor Relations

May 31, 2012  
Date

FOR THE UNION  
Teamsters Local 848,  
Wholesale Delivery Drivers,  
Salespersons, Industrial  
And Allied Workers



Eric Tate  
Secretary-Treasurer

5/31/12  
Date

## APPENDIX "A" - WAGES

### The Scale

	Training Rate	Compton, Lynwood, Torrance, Downey, Wittier, Norwalk, Willow Brook	La Mirada
Starting	\$ 8.00	\$ 9.25	\$ 10.25
6 Mon		\$ 9.65	\$ 10.65
1 Year		\$ 9.90	\$ 10.90
2 Year		\$ 10.25	\$ 11.25
3 Year		\$ 10.40	\$ 11.40
4 Year		\$ 10.55	\$ 11.55
5 Year		\$ 10.70	\$ 11.70

### Wages

#### Year 1 – July 1, 2011

All current employees (except Willow Brook) get a \$0.50 increase retro to July 1, 2011.

Willow Brook Employees get put back to \$11 per hour for current and \$10.25 for the dial-a-ride. They retain their seniority with the service. All new hires start on the scale at \$9.25 per hour.

#### Year 2 – July 1, 2012

All employees with 4 years or more receive \$0.50 increase

All employees with more than 3 years receive \$0.40 increase.

All employees with more than 2 years receive \$0.35 increase.

All employees with more than a year receive \$0.30 increase and all other employees shall receive their increase as per the scale.

Year 3 – July 1, 2013

All employees with 4 years or more receive 3% increase

All employees with more than 2 year receive \$0.30 increase.

All other employees shall remain on the scale.

Training Rate: Training wage rate shall be \$8.00 per hour, or minimum wage, whichever is greater.

If the driver is to be suspended and retrained then the retraining may take place during the suspension at the drivers regular of pay. If there is no suspension then the retraining will be paid at the driver's regular rate of pay. All mandatory meetings shall be paid at the driver's regular rate of pay or overtime if overtime applies under Article 13 Hours of Work

#### Payroll Notes

Payroll Note #1: Driver/Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver Trainer and may similarly remove such employee from such assignment; provided, however, that an employee so assigned shall be paid a differential of one dollars (\$1.00) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer. Although the Company agrees to post this position, it retains the sole exclusive right to assign the position.

Payroll Note #2: Driver/Cadet Trainer: The Company may assign an employee, who, in its honest business judgment, is fully qualified, to perform work as a Driver/Cadet Trainer and may send a trainee on route with the employee. An employee so assigned shall be paid a differential of twenty-five cents (\$0.25) per hour in addition to his/her regular rate of pay for all hours worked as a Driver/Trainer.



- Payroll Note #3: Effective Dates: Drivers inside the wage scale shall receive one wage increase per year which shall occur on the "Annual Increase" date stated in the wage table above. Each driver's wage rate for this annual increase shall be determined by the wage rate found in the column/row where the "Annual Increase" column and employee's "Years of Service" row intersect. Drivers shall receive such increase commencing on the first (1st) day of the first (1st) pay period on or after the wage table date on which the increase is effective.
- Payroll Note #4: Non-Pyramiding: No employee shall receive both daily and weekly overtime for the same hours; nor shall a differential paid under this Appendix be included as part of an employee's base, straight-time rate of pay when calculating overtime pay.
- Payroll Note #5: Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his/her classification as stated on section 3 above. The Company may at its option, elect to credit some or all of a Driver's prior driving service or experience for the purpose of establishing a higher initial placement on the progression schedule.
- Payroll Note #6: Adjusted Hire Date: An employee's adjusted hire date shall be assigned based on original hire date and previous years of service for employees who worked for the previous contractor on this revenue agreement at time of startup, or for employees who transfer from another MV Division.

## APPENDIX "B" - BENEFITS

### 401 (K) PLAN

#### Company 401k Plan

The Company will offer its 401(k) retirement plan to all eligible employees to the extent that only tax deferred employee contributions will be made in accordance with the provisions of the plan. This plan shall be employee contribution only.

### PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

Independence Day	Labor Day
Thanksgiving Day	Christmas Day
New Years day	Memorial Day
Presidents Day	

**Section 2 - Holiday Eligibility:** Each full-time non-probationary employee will be eligible for the above holidays has completed one full year of employment with the Company. And that he is on the job and available for work throughout his last scheduled work day before and throughout the first scheduled work day after the holiday even though in a different work week unless excused in writing by the Company. In order to qualify for Holiday pay, an employee must work their regularly scheduled shift immediately before, and after, the Holiday.

**Section 3 - Holiday Pay:** Holiday pay will be paid at eight (8) hours per day.

**Section 4 - Pay for Holiday Work:** Any work performed on the above holiday will be paid in addition to the holiday pay at the employee's base hourly rate. Time paid for Holidays will not be counted as hours worked the computation of overtime pay.

## HEALTH INSURANCE

Section 1 - Designation of Trust: The Employer agrees to make contributions to the Teamsters Multi Benefit Trust "Transportation Industry Program" plan for the purpose of providing Medical and Prescription Drug, Dental, Vision benefits for all qualified full time, non-probationary employees and their dependents.

The Employer shall report the names of each Employee performing work under this Agreement. The Employer hereby agrees to pay to the Trust Fund the full amount of the contribution required for all Employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

Contributions to the Trust Fund for Health & Welfare benefits are due and payable on or before the 20<sup>th</sup> day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1<sup>st</sup> day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall;

- a) Have at least six (6) months of continuous service with the Company, and have passed all the training and be fully qualified and scheduled to operate on their own.
- b) Have made through payroll deduction, all contributions required.
- c) Be a full-time, non-probationary bargaining unit member.
- d) Benefits stop if on leave of absence or off duty due to a worker compensation claim beyond benefits-protected leave, such as CFRA/FMLA leave.
- e) Be a bargaining unit member who has worked or received pay for at least eighty (80) straight-time hours during the calendar month for which benefits are being provided.

Section 3 - Employee and Dependent Coverage: Employee and Dependent coverage (if employee elects dependent coverage) shall begin on the first

day of the month following six (6) complete months of service with the Company. All benefits shall terminate on the last day of the month of termination, subject to employee's voluntary election to continue coverage at employee's cost (COBRA election). Last day of employment shall mean the last day on which the employee works any straight time hours for which employee is paid wages for such work.

Section 4 - Required Employee Contribution for Group Health Plan: For all eligible employees who select health care coverage, the Company shall contribute the amounts listed below on behalf of the employee and the dependents of the employee. The employee shall contribute an amount equal to the total health care premium minus the employer's contribution as stated in section 5 below.

Section 5 - Employer Contribution: Effective with the first (1) day of the first (1) calendar month of voluntary enrollment, the Company shall contribute the table below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

HEALTH INSURANCE

<b>Kaiser Low Option, Dental HMO, Vision, Landmark Chiro/Acu</b>	<b>Total Cost 2011</b>	<b>Monthly Employer Cost</b>	<b>Monthly Employee Cost</b>
<b>Employee Only</b>	\$ 343.00	60%	40%
<b>Additional Cost for Employee + 1</b>	\$ 318.00	40%	60%
<b>Additional Cost for Employee + Family</b>	\$ 585.00	40%	60%

Increase % to 70% Company 30% Employee July 1, 2013 for employee only Coverage. Medical costs are subject to increase in January of each year. Use percentages for calculations.

Section 6 - Wavier of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.

## PAID VACATION / PTO

Section 1. Full-time employees shall receive vacation with pay each year, as follows:

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one full year of employment	40 hours
After three full years of employment	80 hours

In order to receive full vacation, a full-time employee must have worked at least 1590 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1590 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. - Holiday during Vacation. Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. - Vacation Bidding. Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a

form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

#### Section 4. Cash Out

Employees will be paid for all unused vacation at the time of termination of employment.

#### Section 5. Vacation Carry Over:

At no time shall an employee retain more than 175% of their annual vacation allotment. For example, an employee earning 120 hours of vacation per year will not receive additional vacation in excess of 210 hours.

*(Eg. 40 hours vacation has an accumulation cap of 70 hours)*

## **PAID PERSONAL LEAVE**

Non-probationary, regular full-time employees with six (6) full months of service shall be eligible to receive a one-time allotment of Paid Personal Leave in accordance with the table below:

July 1, 2011 = Eight (8) Hours

July 1, 2012 = Sixteen (16) Hours

Paid Personal Leave will not accrue, and there shall be no prorated allotments. Employees with less than six (6) months of service on July 1<sup>st</sup> shall not be eligible for the annual allotment of paid personal leave. Employees shall receive one annual allotment per year and this allotment may not be cashed out at termination of employment or for any other reason.

Illness: An employee who is prevented from reporting for work due to illness shall promptly notify Dispatch and abide by the terms contained in the MV Transportation Attendance Policy contained in the Employee Handbook.

Scheduled Personal Paid Leave: Use of Personal Paid Leave must be approved seven (7) days in advance, and may be granted dependent upon operational needs as determined by the Company.

Paid Personal Leave may be taken in fractional hourly increments up to the number of hours normally scheduled per workday. One hour will be the standard increment. No carryover of Personal paid Leave will be permitted from year to year.

Paid Personal Leave shall not be considered as time worked for the purpose of computing overtime.

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:
PLEASE PRINT NAME:	TITLE OR POSITION:



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: Exempt

- 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

W.C. Pihl, Executive Vice President
Print Name and Title

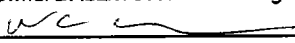
MV Transportation, Inc.
Print Name of Firm

March 28, 2014
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>MV Transportation, Inc.</b>	Print Name of Owner: <b>Feysan and Alex Lodde, majority owners</b>
Print Address of Firm: <b>5910 N. Central Expressway, Suite 1145</b>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code <b>Dallas, TX 75206</b>	Print Name and Title: <b>W.C. Pihl, Executive Vice President</b>

<b>Public Entity Name</b>	Please see attached.
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of 2 pages.

## **Attachment to Form LW-5 – Labor / Payroll / Debarment History**

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has labor law, payroll and employment-related claims in the settlement or claims process. The company's legal and risk management teams work continuously to handle these matters, none of which are of a size or scope to impact this contract. The company maintains insurance coverage with deductibles or self-insured retentions and limits the Company believes are appropriate.

There is presently no litigation against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending labor law/ payroll claims and litigation are confidential; if the County requires more information on claims for the purpose of evaluating MV, please contact Mr. Jarrett Andrews, Vice President and Associate General Counsel at (972) 391-4683.

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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Print Name of Firm: <i>MV Transportation, Inc.</i>	Print Name of Owner: <i>Feysan and Alex Lodde, majority owners</i>
Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>State of California, Dept. of Industrial Relations Division of Labor Standards Enforcement</i>
Public Entity Address:	Street Address: <i>100 Paseo de San Antonio, St. 120</i> City, State, Zip: <i>San Jose, CA 95113</i>
Case Number/Date Claim Opened:	Case Number: [REDACTED] Date Claim Opened: <i>May 8, 2012</i>
Name and Address of Claimant:	Name: <i>Vivian Garcia</i> Street Address: [REDACTED] City, State, Zip: [REDACTED]
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	[REDACTED]
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	[REDACTED]

LABOR COMMISSIONER, STATE OF CALIFORNIA Department of Industrial Relations Division of Labor Standards Enforcement 100 Paseo de San Antonio, Ste. 120 San Jose, CA 95113 FAX(408) 277-9643		For Court Use Only:
Plaintiff:	Vivian I. Garcia	Court Number:
Defendant: MV Transportation, Inc. a California corporation		
State Case Number	ORDER, DECISION OR AWARD OF THE LABOR COMMISSIONER	

1. The above-entitled matter came on for hearing before the Labor Commissioner of the State of California as follows:

DATE: February 26, 2013  CONTINUED TO:

CITY: 100 Paseo de San Antonio, Ste. 120 San Jose, CA 95113

2. IT IS ORDERED THAT: Plaintiff recover from Defendant.

- \$ \_\_\_\_\_ for wages (with lawful deductions)
- \$ \_\_\_\_\_ for liquidated damages pursuant to Labor Code Section 1194.2
- \$ \_\_\_\_\_ Reimbursable business expenses
- \$ \_\_\_\_\_ for interest pursuant to Labor Code Section(s) 98.1(c), 1194.2 and/or 2802(b).
- \$ \_\_\_\_\_ for additional wages accrued pursuant to Labor Code Section 203 as a penalty  
*and that same shall not be subject to payroll or other deductions.*
- \$ \_\_\_\_\_ for penalties pursuant to Labor Code Section 203.1 which *shall not be subject to payroll or other deductions.*
- \$ \_\_\_\_\_ other (specify):
- \$ \_\_\_\_\_ TOTAL AMOUNT OF AWARD

3. The herein Order, Decision or Award is based upon the Findings of Fact, Legal Analysis and Conclusions attached hereto and incorporated herein by reference.

4. The parties herein are notified and advised that this Order, Decision or Award of the Labor Commissioner shall become final and enforceable as a judgment in a court of law unless either or both parties exercise their right to appeal to the appropriate court\* within ten (10) days of service of this document. Service of this document can be accomplished either by first class mail or by personal delivery and is effective upon mailing or at the time of personal delivery. If service on the parties is made by mail, the ten (10) day appeal period shall be extended by five (5) days. For parties served outside of California, the period of extension is longer (See Code of Civil Procedure Section 1013). In case of appeal, the necessary filing fee must be paid by the appellant and appellant must, immediately upon filing an appeal with the appropriate court, serve a copy of the appeal request upon the Labor Commissioner. If an appeal is filed by a corporation, a non-lawyer agent of the corporation may file the Notice of Appeal with the appropriate court, but the corporation must be represented in any subsequent trial by an attorney, licensed to practice in the State of California. Labor Code Section 98.2(c) provides that if the party seeking review by filing an appeal to the court is unsuccessful in such appeal, the court shall determine the costs and reasonable attorney's fees incurred by the other party to the appeal and assess such amount as a cost upon the party filing the appeal. An employee is successful if the court awards an amount greater than zero.

PLEASE TAKE NOTICE: Labor Code Section 98.2(b) requires that as a condition to filing an appeal of an Order, Decision or Award of the Labor Commissioner, the employer shall first post a bond or undertaking with the court in the amount of the ODA; and the employer shall provide written notice to the other parties and the Labor Commissioner of the posting of the undertaking. Labor Code Section 98.2(b) also requires the undertaking contain other specific conditions for distribution under the bond. While this claim is before the Labor Commissioner, you are required to notify the Labor Commissioner *in writing* of any changes in your business or personal address within 10 days after any change occurs.

\* Superior Court, County of Santa Clara  
LIMITED CIVIL CASE  
191 North First Street  
San Jose, CA 95113

LABOR COMMISSIONER, STATE OF CALIFORNIA

BY: P. Huber

P. Huber

HEARING OFFICER

DATED: May 24, 2012

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>State of Florida Florida Commission on Human Relations</i>
Public Entity Address:	Street Address: <i>2009 Apalachee Parkway, Suite 100</i> City, State, Zip: <i>Tallahassee, Florida 32301-4857</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i> Date Claim Opened: <i>May 14, 2012</i>
Name and Address of Claimant:	Name: <i>Murielle Francisque</i> Street Address: <i>[Redacted]</i> City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>

Additional Pages are attached for a total of 2 pages.  
P:\ASPB\CONTRACT\CONTRACTING FORMS\RFP\TOP-PROPA-10-2-09.DOC\DOC PW Rev. 12/2002



Rick Scott  
Governor

# State of Florida Florida Commission on Human Relations

An Equal Opportunity Employer • Affirmative Action Employer

2009 Apalachee Parkway • Suite 100 • Tallahassee, Florida 32301-4857  
(850) 488-7082  
<http://fchr.state.fl.us>



Gilbert Singer  
Chair  
Michelle Wilson  
Executive Director

FCHR No. [REDACTED]  
Certified Receipt #: 9 [REDACTED]

Murielle Francisque  
c/o Ms. Mary E. Lytle, Esquire  
Law Offices of Mary E. Lytle  
549 North Wymore Road  
Suite 207  
Maitland, FL 32751

Complainant

MV Transportation  
c/o Ms. Cynthia Haston  
Labor & Employment Law Counsel  
5910 N. Central Expressway  
Dallas, TX 75206

Respondent

### DETERMINATION: CAUSE

Complainant filed a Complaint of Discrimination alleging that Respondent [REDACTED] Florida Civil Rights Act of 1992, as amended, Section 760.10, Florida Statutes. The Florida Commission on Human Relations has investigated this matter and has found the following:

Respondent is an employer within the meaning of the Florida Civil Rights Act of 1992, and the timeliness and all jurisdictional requirements have been met;

Pursuant to Rule 60Y-5.004(1), Florida Administrative Code, the Office of Employment Investigations has submitted an Investigative Memorandum;

On the basis of the report and recommendation, pursuant to the authority delegated to me by Rules 60Y-2.004(2)(e) and 60Y-5.004, Florida Administrative Code, [REDACTED]

Michelle Wilson  
Executive Director

Dated: 9-11, 2012

Filed: Sept. 11, 2012

By:   
Clerk of the Commission

RECEIVED  
BY:

### COMMISSIONERS

- |                                   |                                      |                                     |                                      |
|-----------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|
| Gayle Cannon<br>Lake City         | Dr. Donna Elam<br>Orlando            | Dr. Onelia Fajardo<br>Miami         | Dr. Elena Flom<br>Cocoa Beach        |
| James Johns<br>Jacksonville Beach | Michael Keller<br>Tampa              | Michelle Long<br>Jacksonville       | Lizzette Romano<br>West Palm Beach   |
| Joanna Sharp<br>Wellington        | Gilbert M. Singer, Chairman<br>Tampa | Billy Whitefox Stall<br>Panama City | Mario Valle, Vice Chairman<br>Naples |

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>10 South Howard Street, 3rd Floor</i> City, State, Zip: <i>Baltimore, MD 21201</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i> Date Claim Opened: <i>February 11, 2011</i>
Name and Address of Claimant:	Name: <i>Peggy Gemble Bell</i> Street Address: <i>[Redacted]</i> City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Driver</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>

Additional Pages are attached for a total of 2 pages.





**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Baltimore Field Office**

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
National Contact Center: (800) 669-4000  
National Contact Center TTY: (800) 669-6820  
Baltimore Status Line: (866) 408-8075  
Baltimore Direct Dial: (410) 209-2237  
TTY (410) 962-6065  
FAX (410) 962-2817/4270

EEOC CHARGE 531-2010-01920

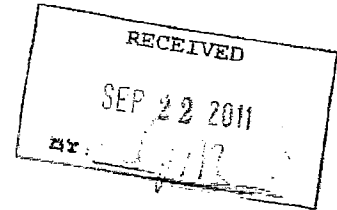
Peggy A. Gamble-Bell

[REDACTED]

Charging Party

MV Transportation, Inc.  
4501 Curtis Avenue  
Baltimore, Maryland 21226

Respondent



**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulation, I issue on behalf of the Commission the following determination on the merits of the subject charge filed under the Age Discrimination in Employment Act of 1967, as amended (hereinafter referred to as "ADEA"). Respondent is an employer within the meaning of Title VII, as amended and all requirements for coverage have been met.

Charging Party has alleged [REDACTED]

Respondent denied all allegations of discrimination and asserted that Charging Party was similarly situated to seven (7) other individuals who were discharged between February and May 2010, for violating its zero tolerance cell phone policy. All of these individuals were under age 40 and none, including the Charging Party, were reinstated.

Evidence provided by Respondent to the Commission during this investigation, included a notation on an employee separation report that an individual "marked yes to ever having a felony, and per division, applicants can not ever have a felony".

Growing out of the investigation, I find that there is reasonable cause to believe that since at least September 2, 2008, Respondent implemented a continuing company-wide policy/practice of utilizing job applicant criminal charge, conviction and other criminal justice system history as a selection criterion for hiring. I find reasonable cause to believe that this policy/practice has had, and continues to have, an unlawful disparate impact on Black and Hispanic job applicants because of their race and national origin in violation of Title VII. I further find that this policy/practice has had, and continues to have, an unlawful disparate impact on male job applicants because of their sex, in violation of Title VII.

As to all other allegations, EEOC is unable to conclude that the information obtained establishes violations of any other statutes.

**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):

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- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <i>MV Transportation, Inc.</i>	Print Name of Owner: <i>Feysan and Alex Lodde, majority owners</i>
Print Address of Firm: <i>5910 N Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>10 South Howard St., 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>October 31, 2011</i>
<b>Name and Address of Claimant:</b>	Name: <i>N'Nay Lockhart</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Dispatcher</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.  
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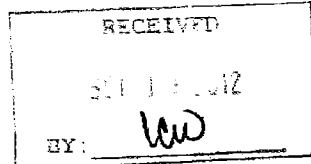


U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Baltimore Field Office

City Crescent Building  
10 South Howard St., 3<sup>rd</sup> Floor  
Baltimore, MD 21201  
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TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270

EEOC Charge No.: 846-2010-43134

D'Nay Lockhart  
[Redacted]



Charging Party

MV Transportation  
6505 Belcrest Road  
Hyattsville, MD 20782

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination as to the merits of the subject charge. All requirements for coverage have been met.

Charging Party alleges that [Redacted]  
[Redacted] suspension and discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended.

Respondent denies Charging Party's allegations, and maintains that it found no evidence to substantiate Charging Party's claims that [Redacted] who Respondent demoted from Alert List Supervisor to Dispatcher on November 25, 2010 following an investigation. Respondent asserts that all disciplinary actions taken against Charging Party, including suspension and discharge, were warranted per its policies, and that at no time did it deny Charging Party opportunities for transfer or promotion.

The investigation revealed that Charging Party was [Redacted]  
[Redacted]

Based on the foregoing, I have determined that [Redacted]  
[Redacted]  
[Redacted]

EEOC is unable to conclude that the information obtained establishes any other violations of Title VII or any other statutes.

Upon finding that [REDACTED], the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek monetary remedies inclusive of the applicable cap to your organization for compensatory and/or punitive damages; full back pay (total wage and benefit loss) with interest; front pay; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any, as well as non-monetary remedies. A Commission representative will prepare a conciliation proposal for Respondent's review. Again, the Commission is postured to consider any reasonable offer during this period. If any offer has not previously been submitted, Respondent is requested to accept, reject, or submit a counteroffer to the enclosed conciliation proposal concerning Charging Party and any additional aggrieved individuals (if applicable) and do so by the date in the conciliation proposal letter.

The confidentiality provisions of Title VII and Commission regulations apply to information obtained during conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission.

Date

9/10/12

On Behalf of the Commission



Judy W. Cassell  
Acting Director

Enclosure: Conciliation Proposal (Respondent only)

cc:

Cynthia J. Haston  
Employment Law Counsel  
MV Transportation  
5910 N. Central Expressway  
Dallas, TX 75206

Tico Almeida  
1418 W Street NW, Apt. 501  
Washington, DC 20009

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>10 South Howard Street, 3rd Floor</i>
	City, State, Zip: <i>Baltimore, MD 21201</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>[REDACTED]</i>
	Date Claim Opened: <i>January 11, 2011</i>
<b>Name and Address of Claimant:</b>	Name: <i>Tina Jenkins</i>
	Street Address: <i>[REDACTED]</i>
	City, State, Zip: <i>[REDACTED]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Driver</i>
<b>Description of Allegation and/or Violation:</b>	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
	<i>[REDACTED]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[REDACTED]</i>
	<i>[REDACTED]</i>

Additional Pages are attached for a total of 3 pages.  
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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Baltimore Field Office

City Crescent Building  
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Baltimore, MD 21201

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TTY (410) 962-6065  
FAX (410) 209-2221  
FAX (410) 962-4270  
Website: [www.eeoc.gov](http://www.eeoc.gov)

EEOC Charge 846-2010-29303

Ms. Tina L. Jenkins

[REDACTED]

Charging Party

MV Transportation  
8540 Ashwood Drive  
Capitol Heights, MD 20743

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge, filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII). The timeliness and all other jurisdictional requirements for coverage have been met.

Charging Party alleged that she was [REDACTED]

Respondent denies that it subjected Charging Party to [REDACTED] admits that she was removed from her position.

Examination of the evidence indicates that on the same day Charging Party engaged in a protected activity she was ordered by the Respondent to take a drug test. Although, Charging Party's drug test result was negative, she was forced to remain off-duty. Respondent contends that for safety reasons Charging Party was asked to take fitness for duty exam, but she failed to return to work and she also failed to provide Respondent with contact information, so it was unable to contact her. The Respondent also stated that it investigated, but could not substantiate Charging Party's harassment claims.

The Respondent was given an opportunity, [REDACTED]

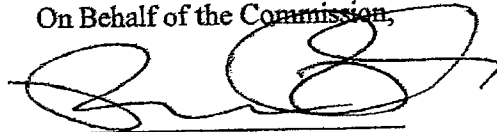
The evidence as a whole demonstrates that Respondent [REDACTED]

Based on this analysis [REDACTED]

Upon finding that [REDACTED] attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. In this regard, conciliation of this matter has now begun. Please be advised that upon receipt of this finding, any reasonable offer to resolve this matter will be considered. The Commission can seek an amount inclusive of the applicable cap to your organization for compensatory and/or punitive damages; and actual monetary costs incurred by the Charging Party and aggrieved individuals, if any. A commission representative will prepare an actual dollar amount to include accruing wage losses and attendant benefits, with interest to date, any appropriate front pay; and, if appropriate, attorney fees and costs which have accrued to date.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office director is not obtained, the director will inform the Respondent of the court enforcement alternatives available to the Commission.

On Behalf of the Commission,



Rosemarie Rhodes  
Director

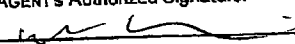
6/17/2013  
Date




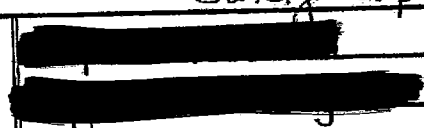

cc:  
Cynthia Haston, Esquire  
MV Transportation, Inc.  
5910 N. Central Expressway  
Dallas, TX 75206

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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Print Address of Firm: <i>5910 N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: W.C. Pihl, Executive Vice President

Public Entity Name	<i>State of Alaska, Dept. of Labor Workforce Development Labor Standards and Safety Division</i>
Public Entity Address:	Street Address: <i>1251 Muldrow Road, Suite 113</i> City, State, Zip: <i>Anchorage, AK 99504-2098</i>
Case Number/Date Claim Opened:	Case Number:  Date Claim Opened: <i>April 24, 2013</i>
Name and Address of Claimant:	Name: <i>David Rodriguez</i> Street Address:  City, State, Zip: 
Description of Work: (e.g., Janitorial)	<i>0 Safety Supervisor</i>
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

*X two* Additional Pages are attached for a total of 3 pages.





THE STATE  
of **ALASKA**

ESTABLISHED 1907

Department of Labor and  
Workforce Development

DEPARTMENT OF LABOR AND SAFETY  
Wage and Hour Administration

1251 Muldoon Road, Suite 113  
Anchorage Alaska 99504 2098  
Phone: (907) 269-4900  
Fax: (907) 269-4915  
<http://labor.alaska.gov>

September 19, 2013

MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

RE: RODRIGUES, D. v. RELIANT TRANSPORTATION, INC.  
A0413-060D

Ladies and Gentlemen:

The Department has received MV Transportation's June 16, 2013, response to the above referenced claim. It appears that MV has taken the position that [REDACTED]

[REDACTED]

Alaska Statute 23.05.140(b) requires an employee to receive all of an employee's wages, salaries or other compensation for labor or services upon separation of employment. Under 8AAC 25.030(3), rate of pay means all remuneration for service from whatever source, including, in pertinent part, accrued vacation

The Alaska Supreme Court, in *Pyramid Printing v. ASCHR*, 153 P.3d 994 (Alaska 2007), characterized vacation pay as an alternate form of wages, earned at the time of accrual, even if paid at a later time and stated that employers may not contractually limit such pay via caps on accrual, forfeiture of pay not used within certain time frames, or rules against cash out at termination. Additionally, in *United Food and Commercial Workers' Union Local 1496 v. D & A Super Markets, Inc.*, at 7, (Alaska 1984) found that an employer's failure to pay strikers their "accrued vacation pay" constituted a violation of AS 23.05.140(b) (while dicta contained in a footnote, it affirms the Department's position to accept and pursue vacation pay claims.)

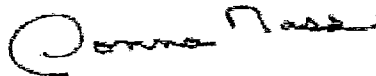
MV Transportation, Inc.  
dba/Reliant Transportation, Inc.  
September 19, 2013  
Page 2

Further, in Sweet v. Storemont Vale Regional Medical Center, 667 P.2d 178 (Kansas 1982). An employee terminated her employment with the medical center without giving prior notice. The employee handbook provided that an employee had to give two weeks' notice in order to receive payment for vacation time. The applicable Kansas statutes and regulations are closely analogous to Alaska Law. The Kansas Supreme Court found the requirement of giving two weeks' notice to be a violation of law.

Therefore, in lieu of the above, the Department is requesting that [REDACTED]

It is the Department's desire to resolve this claim quickly and amicably without taking further action. If you have any questions, please contact me at 907-269-4909.

Sincerely,



Donna Nass  
Wage and Hour Investigator  
Wage and Hour Administration  
Anchorage Regional Office

DN:sg  
Reliant.vacation.reply

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 400 B2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>Fredericksburg, VA 22406</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

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Washington, D. C. 20507  
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Intake Information Group TTY: (800) 669-6820  
Washington Status Line: (866) 408-8075  
Washington Direct Dial: (202) 419-0713  
TTY (202) 419-0702  
FAX (202) 419-0740

Charge No. 570-2009-02251

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

DETERMINATION

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies all of Charging Party's allegations.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that [REDACTED]

[REDACTED]

RECEIVED  
APR 29 2011

With respect to Charging Party's allegation that [REDACTED] there is insufficient evidence for the Commission to determine that Charging Party was not hired on the basis of [REDACTED]. This does not, however, certify that Respondent is in compliance with Title VII.

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011  
Date

Mindy E. Weinstein  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
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Print Address of Firm: <i>Said N. Central Expressway, Suite 1145</i>	Owner's/AGENT's Authorized Signature: <i>[Signature]</i>
City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. EEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NW2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>[Redacted]</i>
	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial)	<i>Applicant</i>
Description of Allegation and/or Violation:	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>Reasonable Cause Finding</i>

Additional Pages are attached for a total of 3 pages.



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**Washington Field Office**

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FAX (202) 419-0740

Charge No. 570-2009-02248

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that

[REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that

[REDACTED]

RECEIVED  
APR 29 2011  
By: *[Signature]*

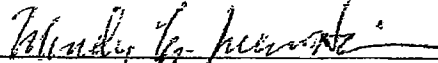
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You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011  
Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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	City, State, Zip: <i>Washington, DC 20507</i>
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	Date Claim Opened: <i>September 14, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial) <i>Applicant</i>	
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington Field Office

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Washington, D. C. 20507  
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Washington Direct Dial: (202) 419-0713  
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FAX (202) 419-0740

Charge No. 570-2009-02247

[REDACTED]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, et seq. (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that [REDACTED]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party [REDACTED]

[REDACTED]

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APR 29 2011  
BY: *[Signature]*

Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

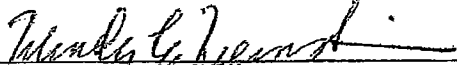
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You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011

Date

  
\_\_\_\_\_  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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- A debarment by a public entity listed below within the past ten years.

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

Public Entity Name	<i>U.S. SEOC</i>
Public Entity Address:	Street Address: <i>131 M Street, NE, Suite 4NWQ2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
Case Number/Date Claim Opened:	Case Number: <i>570-2009-02319</i>
	Date Claim Opened: <i>September 29, 2009</i>
Name and Address of Claimant:	Name: <i>[Redacted]</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
Description of Work: (e.g., Janitorial) <i>Applicant</i>	
Description of Allegation and/or Violation:	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	<i>[Redacted]</i>
	<i>[Redacted]</i>
	<i>[Redacted]</i>

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Charge No. 570-2009-02319

Linda Hoffman  


Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission's Procedural Regulations, I issue the following determination on the merits of this charge filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* (Title VII).

Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that she and similarly situated females were not hired as drivers ("Paratransit Operators") by Respondent because of their sex (female).

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that despite her qualifications, Charging Party was denied hire into the Paratransit Operator position. The position was ultimately filled by a male applicant who was equally or less qualified, than Charging Party. The evidence further showed that Respondent had 11 available Paratransit Operator positions. The hiring data reflects a gross under representation of female selectees for the position. Based on the available evidence, the Commission concludes that there is reasonable cause to believe that Respondent violated Title VII by refusing to hire Charging Party and similarly situated female applicants as Paratransit Operators, because of their sex, female.

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APR 29 2011

BY: \_\_\_\_\_

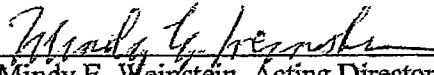
Upon finding that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of the matter. The confidentiality provisions of sections 706 and 709 of Title VII and Commission Regulations apply to information obtained during conciliation discussions.

If Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation discussion.

You are reminded that Federal law prohibits retaliation against persons who have exercised their right to inquire or complain about matters they believe may violate the law. Discrimination against persons who have cooperated in Commission investigations is also prohibited. These protections apply regardless of the Commission's determination on the merits of the charge.

On Behalf of the Commission:

APR 25 2011  
Date

  
Mindy E. Weipstein, Acting Director  
Washington Field Office

**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):

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	<b>Street Address:</b> <i>131 M. Street, NE, Suite 4NWJDF</i>
	<b>City, State, Zip:</b> <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> <i>570-2009-02246</i>
	<b>Date Claim Opened:</b> <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	<b>Name:</b> <i>Jeanette Costello</i>
	<b>Street Address:</b> [REDACTED]
	<b>City, State, Zip:</b> [REDACTED]
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	[REDACTED]
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	[REDACTED]

*d* Additional Pages are attached for a total of 3 pages.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
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Charge No. 570-2009-02246

Jemaneshe T. Getahun

Charging Party



MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

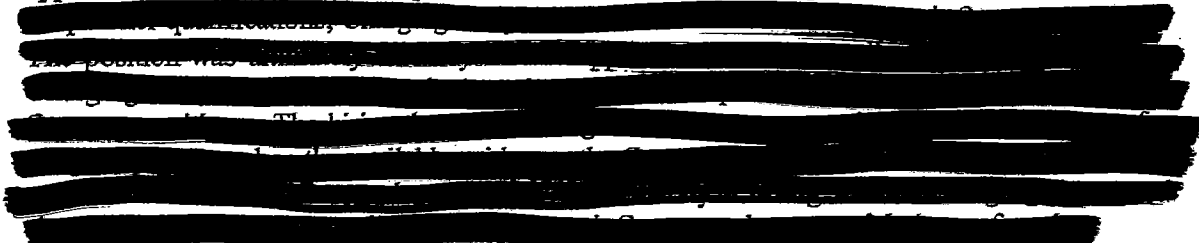
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Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that



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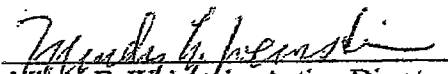
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On Behalf of the Commission:

APR 25 2011  
Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

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City, State, Zip Code: <i>Dallas, TX 75206</i>	Print Name and Title: <i>W.C. Pihl, Executive Vice President</i>

<b>Public Entity Name</b>	<i>U.S. EEOC</i>
<b>Public Entity Address:</b>	Street Address: <i>131 M. Street, NE, Suite 4NW12F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>570-2009-03252</i>
	Date Claim Opened: <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>Virginia Scott</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	<i>[Redacted]</i>

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FAX (202) 419-0740

Charge No. 570-2009-02252

Virginia P. Scott

[Redacted]

Charging Party

MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
(12011 Government Center Parkway, Suite 1022  
Fairfax, VA 22035-1118)

Respondent

**DETERMINATION**

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Charging Party alleges that [Redacted]

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party applied for and was qualified to perform the Paratransit Operator position. Evidence shows that

[Redacted]

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BY [Signature]

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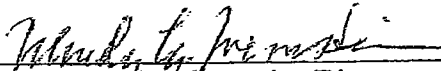
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On Behalf of the Commission:

APR 25 2011

Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

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<b>Public Entity Address:</b>	Street Address: <i>131 M Street, NE, Suite 4NW @ 2F</i>
	City, State, Zip: <i>Washington, DC 20507</i>
<b>Case Number/Date Claim Opened:</b>	Case Number: <i>578 - 2009 - 02249</i>
	Date Claim Opened: <i>September 14, 2009</i>
<b>Name and Address of Claimant:</b>	Name: <i>Adrian Halpern</i>
	Street Address: <i>[Redacted]</i>
	City, State, Zip: <i>[Redacted]</i>
<b>Description of Work: (e.g., Janitorial)</b>	<i>Applicant</i>
<b>Description of Allegation and/or Violation:</b>	<i>[Redacted]</i>
	<i>[Redacted]</i>
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Charge No. 570-2009-02249

Adrien K. Hailey

Charging Party



MV Transportation, Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94585  
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Respondent

**DETERMINATION**

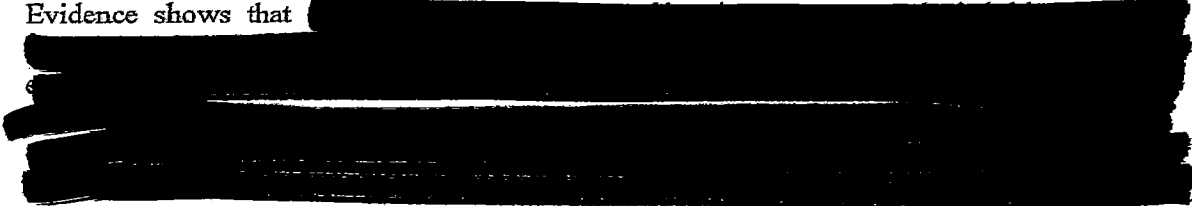
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Timeliness, deferral, and all other requirements for coverage have been met.

Charging Party alleges that

Respondent denies Charging Party's allegation.

An examination of the evidence obtained during the investigation shows that Charging Party expressed her interest in being considered for a position and attempted unsuccessfully to apply for a position. Charging Party was qualified to perform the Paratransit Operator position. Evidence shows that



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BY:

[REDACTED]

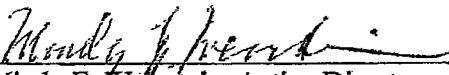
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On Behalf of the Commission:

APR 25 2011  
Date

  
Mindy E. Weinstein, Acting Director  
Washington Field Office

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> _____</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><b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p><b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p><b>MINOR</b> 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><b>INSIGNIFICANT</b> 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><b>NONE</b> 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: MV Transportation, Inc.

Name of Proposer's Health Plan: Kaiser / Aetna HDHP / Aetna Buy Up PPO Date: March 28, 2014

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ Please see \$ attached rate \$ sheets and plan \$ information for	Domestic partners and children of domestic partners are eligible. Plan Tiers are: Employee Only
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N <input checked="" type="radio"/> N	hourly and exempt non- \$ bargained \$ employees. \$ \$	Employee and Spouse / Domestic Partner Employee and Children Family
Any Annual Deductible? Per Person Per Family	<input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	<input checked="" type="radio"/> N <input checked="" type="radio"/> N	\$ \$	
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> Y <input checked="" type="radio"/>	\$ \$	
Ambulance coverage	<input checked="" type="radio"/> N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> N	\$	
Home Health Care	<input checked="" type="radio"/> N	\$	
Hospice Care	<input checked="" type="radio"/> N	\$	
Hospital Care	<input checked="" type="radio"/> N	\$	
Immunizations	<input checked="" type="radio"/> N	\$	
Maternity	<input checked="" type="radio"/> N	\$	
Mental Health	<input checked="" type="radio"/> N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> N	\$	

**LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Ⓚ N	\$	Please see attached.
Physical Therapy	Ⓚ N	\$	
Prescription Drugs	Ⓚ N	\$	
Routine Eye Examinations	Y Ⓚ	\$	
Skilled Nursing Facility	Ⓚ N	\$	
Surgery	Ⓚ N	\$	
X-Ray and Laboratory	Ⓚ N	\$	

Under this health plan, a full time employee: (Non-Bargained)

- Becomes eligible for health insurance coverage after 30 days of employment for exempt / 60 days for hourly
- Is defined as an employee who is employed more than 35 hours per week.

**OTHER BENEFITS:**

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2.5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 7 DAYS.

**California Divisions - Hourly Non-Bargained Employees**

Fulltime eligible on 1st of the month following 30 days employment

	EE Hrly Wage: \$7.25 - \$9.61		EE Hrly Wage: \$9.62 - \$12.02		EE Hrly Wage: \$12.03 - \$14.42		EE Hrly Wage: \$14.43 - \$16.83		EE Hrly Wage: \$16.84 - \$17.73		EE Hrly Wage: \$17.74 +	
	2014 Monthly Cost	Monthly Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution	Emp per Paycheck	Monthly Co. Contribution
<b>Kaiser CA</b>												
Employee Only	\$49.45	\$322.71	\$113.37	\$283.69	\$132.88	\$244.01	\$152.72	\$204.49	\$172.48	\$164.81	\$149.99	\$199.73
Employee/Spouse	1,208.78	\$322.71	\$443.03	\$283.69	\$462.54	\$244.01	\$482.39	\$204.49	\$502.15	\$164.81	\$149.99	\$229.39
Employee/Children	1,098.89	\$322.71	\$388.09	\$283.69	\$407.60	\$244.01	\$427.44	\$204.49	\$447.20	\$164.81	\$149.99	\$214.45
Employee/Family	1,648.34	\$322.71	\$662.81	\$283.69	\$682.32	\$244.01	\$702.17	\$204.49	\$721.93	\$164.81	\$149.99	\$249.17
<b>Actina HDHP</b>												
Employee Only	442.10	\$322.72	\$59.69	\$283.69	\$79.20	\$244.01	\$99.05	\$204.49	\$118.81	\$164.80	\$150.00	\$146.05
Employee/Spouse	928.41	\$322.72	\$302.85	\$283.69	\$322.36	\$244.01	\$342.20	\$204.49	\$361.96	\$164.80	\$150.00	\$389.21
Employee/Children	884.20	\$322.72	\$280.74	\$283.69	\$300.25	\$244.01	\$320.10	\$204.49	\$339.86	\$164.80	\$150.00	\$357.10
Employee/Family	1,348.41	\$322.72	\$512.85	\$283.69	\$532.36	\$244.01	\$552.20	\$204.49	\$571.96	\$164.80	\$150.00	\$599.21
<b>Actina Buy Up PPO</b>												
Employee Only	587.45	\$322.72	\$132.37	\$283.69	\$151.88	\$244.01	\$171.72	\$204.49	\$191.48	\$164.80	\$150.00	\$218.73
Employee/Spouse	1,233.65	\$322.72	\$455.47	\$283.69	\$474.98	\$244.01	\$494.82	\$204.49	\$514.58	\$164.80	\$150.00	\$541.83
Employee/Children	1,174.90	\$322.72	\$426.09	\$283.69	\$445.60	\$244.01	\$465.45	\$204.49	\$485.21	\$164.80	\$150.00	\$512.45
Employee/Family	1,791.72	\$322.72	\$734.50	\$283.69	\$754.01	\$244.01	\$773.86	\$204.49	\$793.62	\$164.80	\$150.00	\$820.86
<b>MetLife Dental Co-Pay (With Medical)</b>												
Employee Only	\$11.95	\$0.00	\$5.98	\$0.00	\$11.95	\$0.00	\$5.98	\$0.00	\$11.95	\$0.00	\$0.00	\$0.00
Employee/Spouse	\$25.70	\$0.00	\$12.85	\$0.00	\$25.70	\$0.00	\$12.85	\$0.00	\$25.70	\$0.00	\$0.00	\$0.00
Employee/Children	\$24.55	\$0.00	\$12.28	\$0.00	\$24.55	\$0.00	\$12.28	\$0.00	\$24.55	\$0.00	\$0.00	\$0.00
Employee/Family	\$42.62	\$0.00	\$21.31	\$0.00	\$42.62	\$0.00	\$21.31	\$0.00	\$42.62	\$0.00	\$0.00	\$0.00
<b>MetLife Dental PDP (With Medical)</b>												
Employee Only	\$28.63	\$0.00	\$14.32	\$0.00	\$28.63	\$0.00	\$14.32	\$0.00	\$28.63	\$0.00	\$0.00	\$0.00
Employee/Spouse	\$61.62	\$0.00	\$30.81	\$0.00	\$61.62	\$0.00	\$30.81	\$0.00	\$61.62	\$0.00	\$0.00	\$0.00
Employee/Children	\$58.88	\$0.00	\$29.44	\$0.00	\$58.88	\$0.00	\$29.44	\$0.00	\$58.88	\$0.00	\$0.00	\$0.00
Employee/Family	\$102.20	\$0.00	\$51.10	\$0.00	\$102.20	\$0.00	\$51.10	\$0.00	\$102.20	\$0.00	\$0.00	\$0.00
<b>MetLife Dental PDP (Without Medical)</b>												
Employee Only	\$28.63	\$25.77	\$1.43	\$0.00	\$28.63	\$25.77	\$1.43	\$0.00	\$28.63	\$25.77	\$1.43	\$0.00
Employee/Spouse	\$61.62	\$0.00	\$30.81	\$0.00	\$61.62	\$0.00	\$30.81	\$0.00	\$61.62	\$0.00	\$0.00	\$0.00
Employee/Children	\$58.88	\$0.00	\$29.44	\$0.00	\$58.88	\$0.00	\$29.44	\$0.00	\$58.88	\$0.00	\$0.00	\$0.00
Employee/Family	\$102.20	\$0.00	\$51.10	\$0.00	\$102.20	\$0.00	\$51.10	\$0.00	\$102.20	\$0.00	\$0.00	\$0.00
<b>VSP Vision</b>												
Employee Only	\$4.78	\$0.00	\$2.39	\$0.00	\$4.78	\$0.00	\$2.39	\$0.00	\$4.78	\$0.00	\$0.00	\$0.00
Employee/Spouse	\$8.61	\$0.00	\$4.31	\$0.00	\$8.61	\$0.00	\$4.31	\$0.00	\$8.61	\$0.00	\$0.00	\$0.00
Employee/Children	\$9.48	\$0.00	\$4.74	\$0.00	\$9.48	\$0.00	\$4.74	\$0.00	\$9.48	\$0.00	\$0.00	\$0.00
Employee/Family	\$13.91	\$0.00	\$6.96	\$0.00	\$13.91	\$0.00	\$6.96	\$0.00	\$13.91	\$0.00	\$0.00	\$0.00



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.kp.org](http://www.kp.org) or by calling 1-800-278-3296.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	\$500 Individual/\$1,000 Family (See chart starting on page 2 for when deductible is waived.)	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. \$3,000 Individual/\$6,000 Family	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, health care this plan doesn't cover, and cost sharing for certain services listed in plan documents.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of <b>plan providers</b> , see <a href="http://www.kp.org">www.kp.org</a> or call 1-800-278-3296.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a <b>specialist</b> ?	Yes, but you may self-refer to certain specialists.	This plan will pay some or all of the costs to see a <b>specialist</b> for covered services but only if you have the plan's permission before you see the <b>specialist</b> .
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> .

- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **plan providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 per visit	Not Covered	Deductible waived.
	Specialist visit	\$10 per visit	Not Covered	Deductible waived. Services related to infertility covered at 50% coinsurance per visit.
	Other practitioner office visit	\$10 per visit for acupuncture services.	Not Covered	Deductible waived. Chiropractic care not covered. Physician referred acupuncture.
	Preventive care/screening/immunization	No Charge	Not Covered	Deductible waived. Some preventive screenings (such as lab and imaging) may be at a different cost share.
If you have a test	Diagnostic test (x-ray, blood work)	X-ray: \$10 per encounter; Lab tests: \$10 per encounter	Not Covered	After deductible.
	Imaging (CT/PET scans, MRIs)	\$50 per procedure	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you need drugs to treat your illness or condition	Genetic drugs	Plan pharmacy: \$10 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
	Preferred brand drugs	Plan pharmacy: \$30 per prescription for 1 to 30 days; Mail order: Usually two times the plan pharmacy cost sharing for up to a 100-day supply	Not Covered	Overall deductible waived. In accordance with formulary guidelines. Certain drugs may be covered at a different cost share.
	Non-preferred brand drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
If you have outpatient surgery	Specialty drugs	Same as preferred brand drugs.	Not Covered	Same as preferred brand drugs when approved through exception process.
	Facility fee (e.g., ambulatory surgery center)	10% coinsurance per procedure	Not Covered	After deductible.
	Physician/surgeon fees	10% coinsurance per procedure	Not Covered	After deductible.
If you need immediate medical attention	Emergency room services	10% coinsurance per visit	10% coinsurance per visit	After deductible.
	Emergency medical transportation	\$150 per trip	\$150 per trip	After deductible.
	Urgent care	\$10 per visit	\$10 per visit	After deductible.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance per admission	Not Covered	Deductible waived. Non-Plan providers covered when outside the service area. After deductible.
	Physician/surgeon fee	10% coinsurance per admission	Not Covered	After deductible.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived.
	Mental/Behavioral health inpatient services	10% coinsurance per admission	Not Covered	After deductible.
	Substance use disorder outpatient services	\$10 per individual visit; \$5 per group visit	Not Covered	Deductible waived.
	Substance use disorder inpatient services	10% coinsurance per admission	Not Covered	After deductible.
If you are pregnant	Prenatal and postnatal care	Prenatal care: No Charge; Postnatal care: No Charge	Prenatal care: Not covered; Postnatal care: Not covered	Prenatal: Deductible waived. Cost sharing is for routine preventive care only; Postnatal: Deductible waived. Cost sharing is for the first postnatal visit only.
	Delivery and all inpatient services	10% coinsurance per admission	Not Covered	After deductible.



Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		Plan Provider	Non-Plan Provider	
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	Deductible waived. Up to 2 hours maximum per visit, up to 3 visits maximum per day, up to 100 visits maximum per calendar year.
	Rehabilitation services	Inpatient: 10% coinsurance per admission; Outpatient: \$10 per day	Not Covered	After deductible.
	Habilitation services	\$10 per day	Not Covered	After deductible.
	Skilled nursing care	10% coinsurance per admission	Not Covered	After deductible. Up to 100 days maximum per benefit period.
	Durable medical equipment	20% coinsurance per item	Not Covered	Deductible waived. Must be in accordance with formulary guidelines. Requires prior authorization.
	Hospice service	No Charge	Not Covered	Deductible waived. Limited to diagnoses of a terminal illness with a life expectancy of twelve months or less.
	Eye exam	No Charge	Not Covered	Deductible waived.
	Glasses	Not Covered	Not Covered	_____none_____
	Dental check-up	Not Covered	Not Covered	You may have other dental coverage not described here.
	If your child needs dental or eye care			

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Chiropractic care</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> </ul> | <ul style="list-style-type: none"> <li>• Hearing aids</li> <li>• Long-term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul> | <ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine foot care unless medically necessary</li> <li>• Weight loss programs</li> </ul> |
|--|--|--|

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Acupuncture (plan provider referred)
- Bariatric surgery
- Infertility treatment
- Routine eye care (Adult)

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-278-3296. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration, at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

**Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: Kaiser Permanente at 1-800-278-3296 or online at [www.kp.org/memberservices](http://www.kp.org/memberservices).

If this coverage is subject to ERISA, you may contact Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), and the California Department of Insurance at 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

If this coverage is not subject to ERISA, you may also contact: California Department of Insurance at or 1-800-927-HELP (4357) or [www.insurance.ca.gov](http://www.insurance.ca.gov).

Additionally, this consumer assistance program can help you file your appeal:

Department of Managed Health Care Help Center  
 980 9th Street, Suite 500  
 Sacramento, CA 95814  
 1-888-466-2219  
[www.healthhelp.ca.gov](http://www.healthhelp.ca.gov)  
[helpline@dmhc.ca.gov](mailto:helpline@dmhc.ca.gov)

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

**Does this Coverage Meet the Minimum Value Standard?**

In order for certain types of health coverage (for example, individually purchased insurance or job-based coverage) to qualify as minimum essential coverage, the plan must pay, on average, at least 60 percent of allowed charges for covered services. This is called the "minimum value standard." **This health coverage does meet the minimum value standard for the benefits it provides.**

**Language Access Services:**

- SPANISH (Español): Para obtener asistencia en Español, llame al 1-800-788-0616 or TTY/TDD 1-800-777-1370
- TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-278-3296 or TTY/TDD 1-800-777-1370
- CHINESE (中文): 如果需要中文的帮助，请拨打这个号码 1-800-757-7585 or TTY/TDD 1-800-777-1370
- NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-278-3296 or TTY/TDD 1-800-777-1370

\_\_\_\_\_ *To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,040
- Patient pays \$1,500

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient Pays:

Deductibles	\$500
Copays	\$200
Coinsurance	\$600
Limits or exclusions	\$200
<b>Total</b>	<b>\$1,500</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,420
- Patient pays \$980

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient Pays:

Deductibles	\$0
Copays	\$700
Coinsurance	\$200
Limits or exclusions	\$80
<b>Total</b>	<b>\$980</b>

# Questions and answers about the Coverage Examples:

## What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

## What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

## Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

## Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

## Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

## Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-278-3296 or 1-800-777-1370 (TTY), or visit us at [www.kp.org](http://www.kp.org). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call 1-800-278-3296 or 1-800-777-1370 (TTY) to request a copy.

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

Important Questions		Answers	Why this Matters:
What is the overall deductible?	For each Calendar Year, In-network: Individual <b>\$500</b> / Family <b>\$1,500</b> . Out-of-network: Individual <b>\$1,000</b> / Family <b>\$3,000</b> . Does not apply to preventive care in-network.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.	
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.	
Is there an out-of-pocket limit on my expenses?	Yes, In-network: Individual <b>\$3,000</b> / Family <b>\$9,000</b> . Out-of-network: Individual <b>\$6,000</b> / Family <b>\$18,000</b> .	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.	
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.	
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.	
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. You can see the specialist you choose without permission from this plan.	
Do I need a referral to see a specialist?	No.		
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.	

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.

You can view the Glossary



# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 copay per visit	40% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	\$40 copay per visit	40% coinsurance	None
	Other practitioner office visit	\$40 copay per visit	40% coinsurance	None
	Preventive care /screening /immunization	No charge	40% coinsurance	Age and frequency schedules may apply.
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	None

Questions: Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-996-8776 to request a copy.



**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<p><b>If you need drugs to treat your illness or condition</b>  <b>More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a></b></p>	Generic drugs	\$10 copay/prescription (retail), \$20 copay/prescription (mail order)	Not covered	<p>Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.</p>
	Preferred brand drugs	\$20 copay/prescription (retail), \$40 copay/prescription (mail order)	Not covered	
	Non-preferred brand drugs	\$40 copay/prescription (retail), \$80 copay/prescription (mail order)	Not covered	
<p><b>If you have outpatient surgery</b>  <b>If you need immediate medical attention</b>  <b>If you have a hospital stay</b></p>	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	Not covered	<p>Aetna Specialty CareRx<sup>SM</sup> - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®.</p> <p>_____ None _____                  _____ None _____                  _____ None _____                  _____ None _____                  _____ None _____                  Pre-authorization required for out-of-network care.                  _____ None _____</p>
	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	
	Physician/surgeon fees	20% coinsurance	40% coinsurance	
Emergency room services	20% coinsurance	20% coinsurance	40% coinsurance	
Emergency medical transportation	20% coinsurance	20% coinsurance	40% coinsurance	
Urgent care	\$50 copay per visit	20% coinsurance	40% coinsurance	
Facility fee (e.g., hospital room)	20% coinsurance	20% coinsurance	40% coinsurance	
Physician/surgeon fee	20% coinsurance	20% coinsurance	40% coinsurance	

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# Actna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
 Coverage for: Individual + Family | Plan Type: POS  
 MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost if You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$40 copay per visit	40% coinsurance	None
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	\$40 copay per visit	40% coinsurance	None
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	40% coinsurance	None
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Rehabilitation services	20% coinsurance	40% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
	Skilled nursing care	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
	Durable medical equipment	20% coinsurance	40% coinsurance	None
	Hospice service	20% coinsurance	40% coinsurance	Pre-authorization required for out-of-network care.
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
- Weight loss programs

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov).

**Your Grievance and Appeals Rights:**

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

• Additionally, a consumer assistance program can help you file an appeal. Contact information is at <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>

**Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

**Questions:** Call 1-888-996-8776 or visit us at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com).

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## Summary of Benefits and Coverage: What this Plan Covers & What it Costs Does this Coverage Provide Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

### Language Access Services:

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-996-8776.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-996-8776.

如果需要中文的帮助, 请拨打这个号码 1-888-996-8776.

Para obtener asistencia en Español, llame al 1-888-996-8776.


-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

**Coverage Examples**

**About these Coverage Examples:**

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**This is not a cost estimator.**



Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

**Having a baby**  
(normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,940
- Patient pays: \$1,600

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$500
Copays	\$20
Coinsurance	\$930
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,600</b>

**Managing type 2 diabetes**  
(routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$4,030
- Patient pays: \$1,370

**Sample care costs:**

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$500
Copays	\$570
Coinsurance	\$220
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,370</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.

Coverage Examples

**Questions and answers about the Coverage Examples:**

**What are some of the assumptions behind the Coverage Examples?**

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

**Can I use Coverage Examples to compare plans?**

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

**Are there other costs I should consider when comparing plans?**

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**What does a Coverage Example show?**

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

**Does the Coverage Example predict my own care needs?**

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

**Does the Coverage Example predict my future expenses?**

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-888-996-8776.

**Important Questions**      **Answers**

**Why this Matters:**

<p>What is the overall deductible?</p>	<p>For each Calendar Year, In-network: Individual <b>\$4,000</b> / Family <b>\$8,000</b>. Out-of-network: Individual <b>\$8,000</b> / Family <b>\$16,000</b>. Does not apply to preventive care in-network.</p>	<p>You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.</p>
<p>Are there other deductibles for specific services? Is there an out-of-pocket limit on my expenses?</p>	<p>No.  Yes, In-network: Individual <b>\$6,350</b> / Family <b>\$12,700</b>. Out-of-network: Individual <b>\$12,500</b> / Family <b>\$25,000</b>.</p>	<p>You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.  The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Premiums, balance-billed charges, penalties for failure to obtain pre-authorization for services and health care this plan doesn't cover.</p>	<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Is there an overall annual limit on what the plan pays?</p>	<p>No.</p>	<p>The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.</p>
<p>Does this plan use a network of providers?</p>	<p>Yes. For a list of in-network providers, see <a href="http://www.aetna.com">www.aetna.com</a> or call 1-888-996-8776.</p>	<p>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. You can see the specialist you choose without permission from this plan.</p>
<p>Do I need a referral to see a specialist? Are there services this plan doesn't cover?</p>	<p>No.  Yes.</p>	<p>Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services.</p>

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014

Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments, and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	30% coinsurance	50% coinsurance	Includes Internist, General Physician, Family Practitioner or Pediatrician.
	Specialist visit	30% coinsurance	50% coinsurance	_____ None _____
	Other practitioner office visit	30% coinsurance	50% coinsurance	_____ None _____
	Preventive care / screening /immunization	No charge	50% coinsurance	Age and frequency schedules may apply.
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	_____ None _____
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	_____ None _____

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# Aetna Choice® POS II

Coverage Period: 01/01/2014 - 12/31/2014  
Coverage for: Individual + Family | Plan Type: POS  
MV TRANSPORTATION INC.

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.aetna.com/pharmacy-insurance/individuals-families">www.aetna.com/pharmacy-insurance/individuals-families</a>	Generic drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription). Includes contraceptive drugs and devices obtainable from a pharmacy, oral fertility drugs. No charge for formulary generic FDA-approved women's contraceptives in-network.
	Preferred brand drugs	30% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
	Non-preferred brand drugs	50% coinsurance/prescription (retail or mail order)	50% coinsurance/prescription (retail)	
If you have outpatient surgery If you need immediate medical attention If you have a hospital stay	Specialty drugs	Applicable cost as noted above for generic or brand drugs.	50% coinsurance/prescription (retail)	Aetna Specialty CareRx <sup>SM</sup> - First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®.
	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	_____ None _____
	Physician/surgeon fees	30% coinsurance	50% coinsurance	_____ None _____
	Emergency room services	30% coinsurance	30% coinsurance	_____ None _____
	Emergency medical transportation	30% coinsurance	50% coinsurance	_____ None _____
If you have a hospital stay	Urgent care	30% coinsurance	50% coinsurance	_____ None _____
	Facility fee (e.g., hospital room)	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Physician/surgeon fee	30% coinsurance	50% coinsurance	_____ None _____
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	30% coinsurance	50% coinsurance	_____ None _____
	Mental/Behavioral health inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Substance use disorder outpatient services	30% coinsurance	50% coinsurance	_____ None _____

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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

Common Medical Event	Services You May Need	Your Cost If You Use an In-Network Provider	Your Cost If You Use an Out-Of-Network Provider	Limitations & Exceptions
	Substance use disorder inpatient services	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge	50% coinsurance	None
	Delivery and all inpatient services	30% coinsurance	50% coinsurance	Includes outpatient postnatal care. Pre-authorization may be required for out-of-network care.
<b>If you need help recovering or have other special health needs</b>	Home health care	30% coinsurance	50% coinsurance	Coverage is limited to 120 visits per year. Pre-authorization required for out-of-network care.
	Rehabilitation services	30% coinsurance	50% coinsurance	None
	Habilitation services	Not covered	Not covered	Not covered.
<b>If your child needs dental or eye care</b>	Skilled nursing care	30% coinsurance	50% coinsurance	Coverage is limited to 100 days per year. Pre-authorization required for out-of-network care.
	Durable medical equipment	30% coinsurance	50% coinsurance	None
	Hospice service	30% coinsurance	50% coinsurance	Pre-authorization required for out-of-network care.
	Eye exam	Not covered	Not covered	Not covered.
	Glasses	Not covered	Not covered	Not covered.
	Dental check-up	Not covered	Not covered	Not covered.

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Habilitation services
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine Eye Care (Adult & Child)
- Routine foot care
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**Summary of Benefits and Coverage: What this Plan Covers & What it Costs**

**Other Covered Services** (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Chiropractic care
- Infertility treatment - Coverage is limited to the diagnosis and treatment of underlying medical condition.

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-996-8776. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cms.gov.

**Your Grievance and Appeals Rights:**

• If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice or assistance, you can contact us by calling the toll free number on your Medical ID Card. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

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The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

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The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

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-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

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These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

**Having a baby**  
 (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,030
- Patient pays: \$4,510

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventative	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$4,000
Copays	\$0
Coinsurance	\$360
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,510</b>

**Managing type 2 diabetes**  
 (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$2,050
- Patient pays: \$3,350

**Sample care costs:**

Prescriptions	\$2,900
Medical equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventative	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,420
Copays	\$0
Coinsurance	\$850
Limits or exclusions	\$80
<b>Total</b>	<b>\$3,350</b>

Note: Your plan may have both copays and coinsurance for covered services; if so, these examples use copays only. Your costs may be higher.



Coverage Examples

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

FLORENCE-FIRESTONE/WALNUT PARK AND BLADWIN HILLS SHUTTLE SERVICES (2014-PA016) - Scenario A

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Project Manager		1.00	1.00	1.00	1.00	1.00	1.00	260.00	\$0.00	\$0.00
Safety & Training Manager	1.00							260.00	\$0.00	\$0.00
Maintenance Manager		1.00	1.00	1.00	1.00	1.00	1.00	2,080.00	\$13.36	\$27,788.80
Road Supervisor		8.00	8.00	8.00	8.00	8.00	8.00	416.00	\$25.19	\$10,479.04
Mechanic		1.60	1.60	1.60	1.60	1.60	1.60	416.00	\$10.31	\$4,288.96
Utility		1.60	1.60	1.60	1.60	1.60	1.60	2,080.00	\$11.56	\$24,044.80
Driver #1		10.00	10.00	10.00	10.00	10.00	10.00	2,080.00	\$11.56	\$24,044.80
Driver #2								2,080.00	\$11.56	\$24,044.80
Driver #3	10.00	10.00	10.00					1,040.00	\$11.56	\$12,022.40
Driver #4								1,565.20	\$11.58	\$18,093.71
Driver #5		6.02	6.02	8.02	6.02	6.02	6.02	481.00	\$11.56	\$5,560.36
Driver #6	3.50						5.75			
<b>Total Annual Salaries</b>										\$150,367.67
<b>Comments/Notes:</b>										
<b>Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below</b>										
Mechanic(s)	Hourly Wage Rate									
Mechanic(s) Hourly Wage Rate	\$25.19									\$2,609.91
Mechanic(s) Hourly Wage Rate	\$									\$13,021.75
Mechanic(s) Hourly Wage Rate	\$									\$25,956.36
<b>Total Annual Employee Benefits (1+2+3+4)</b>										\$41,588.02
<b>(5) Equipment Costs</b>										\$31,377.51
<b>(6) Service and Supply Costs</b>										\$106,154.98
<b>(7) General and Administrative Costs</b>										\$16,700.32
<b>(8) Profit</b>										\$10,706.50
<b>Total Annual Other Costs (5+6+7+8)</b>										\$164,939.31
<b>TOTAL ANNUAL PRICE</b>										\$356,895.00

\* 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.

MV Transportation, Inc.  
Name of Proposer

  
Signature

5/16/14  
Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: FLORENCE-FIRESTONEWALNUT PARK AND BLADWIN HILLS SHUTTLE SERVICES (2014-PA016) - Scenario B

PROPOSER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS (52 X Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Project Manager		1.00	1.00	1.00	1.00	1.00	1.00	260.00	\$0.00	\$0.00
Safety & Training Manager	1.00							260.00	\$0.00	\$0.00
Maintenance Manager		1.00	1.00	1.00	1.00	1.00	1.00	260.00	\$0.00	\$0.00
Road Supervisor		8.00	8.00	8.00	8.00	8.00	8.00	2,080.00	\$13.36	\$27,788.80
Mechanic		1.80	1.60	1.60	1.60	1.60	1.60	416.00	\$25.19	\$10,479.04
Utility		1.60	1.60	1.60	1.60	1.60	1.60	416.00	\$10.31	\$4,288.96
Driver #1		10.00	10.00	10.00	10.00	10.00	10.00	2,080.00	\$11.56	\$24,044.80
Driver #2				10.00	10.00	10.00	10.00	2,080.00	\$11.56	\$24,044.80
Driver #3	10.00	10.00	10.00					2,080.00	\$11.56	\$24,044.80
Driver #4						10.00	10.00	1,040.00	\$11.56	\$12,022.40
Driver #5		6.02	6.02	6.02	6.02	6.02	6.02	1,565.20	\$11.56	\$18,093.71
Driver #6	3.50					5.75	5.75	481.00	\$11.56	\$5,560.36
<b>Total Annual Salaries</b>										\$150,367.87
Comments/Notes:										
<b>Please put the Hourly Wage Rate of your Mechanic(s) assigned to this Contract below</b>										
Mechanic(s)	Hourly Wage Rate									
Mechanic(s) Hourly Wage Rate	\$25.19									\$2,609.91
Mechanic(s) Hourly Wage Rate	\$									\$13,021.75
Mechanic(s) Hourly Wage Rate	\$									\$25,956.36
<b>Total Annual Employee Benefits (1+2+3+4)</b>										\$41,588.02
<b>(5) Equipment Costs</b>										\$6,503.27
<b>(6) Service and Supply Costs</b>										\$105,693.29
<b>(7) General and Administrative Costs</b>										\$15,371.94
<b>(8) Profit</b>										\$9,883.12
<b>Total Annual Other Costs (\$+6+7+8)</b>										\$137,451.62
<b>TOTAL ANNUAL PRICE</b>										\$329,407.31

\* 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.

MV Transportation, Inc.  
Name of Proposer

  
Signature

5/16/14  
Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS  
FLORENCE-FIRESTONE/WALNUT PARK AND BALDWIN HILLS SHUTTLE SERVICES (2014-PA016)**

**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><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 All employees document their actual hours worked on daily time documents. Office staff and maintenance employees document their actual work times on a department time sheet that includes their scheduled work hours. If their actual hours worked differs from their scheduled work hours they must provide an explanation. Drivers document their actual hours worked on a daily trip sheet. Drivers are expected to complete their tasks within the allotted time for pre and post trip vehicle inspections and travel time. If their times exceed the allotted times they are required to provide an explanation for the additional time.</p> <p>1.2 Employees will check in with the dispatch office to report to work.</p> <p>1.3 Employee shifts start when they arrive at the location and clock in at their stated scheduled time.</p>



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>2. REPORTING TIME</b> 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>2. When an employee reports to work, they check in with dispatch who verifies the following:                      a.) Reported to work on time                      b.) Valid credentials: driver's license and medical card                      c.) Operator is in proper uniform                      Documentation method is sign-in sheet.</p>
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b>                      3.1. What records are created to document the beginning and ending times of employee's actual work shifts?                      3.2. What records are maintained by the Proposer of actual time worked?                      3.3. Are the records maintained daily or at another interval (indicate the interval)?                      3.4. Who creates these records (e.g., employee, supervisor, or office staff)?                      3.5. Who checks the records, and what are they checking for?                      3.6. What happens to these records?                      3.7. Are they used as a source document to create Proposer's payroll?  <b>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS</b>                      (Please blank out any personal information).</p>	<p>3.1 Trip sheet gets input in to Payroll Edit which calculates work hours versus pay hours.                      3.2 Hard copy of the Trip Sheet and Payroll Edit records.                      3.3 Records are maintained daily.                      3.4 Local Division Payroll Clerk                      3.5 Project Manager and Payroll Clerk both check the records to ensure they are complete and accurate.                      3.6 The hard copy records are files at the division for one year and then moved to off-site secure storage.                      3.7 Yes, records are used as a source document to create payroll.</p>



**Individual Time Record & TripSheet**  
MONDAY THROUGH FRIDAY

Date: \_\_\_\_\_ Run Number: 1  
 Name: \_\_\_\_\_ Bus Number 1: \_\_\_\_\_ Bus Number 2: \_\_\_\_\_

Payroll Times		Scheduled Times	
Clock In	Clock Out	Start Service	End Service
6:18	16:00	7:30	15:30
Fuel station		Leave Fuel station	Arrive Yard
7:10	7:10	7:30	16:00
Actual Times			
Miles at Base		Miles Start Route	Miles End Route
Miles at Fuel station		Miles Start Route	Miles Return to Base
1st Bus			
2nd Bus			
3rd Bus			

**Compton Renaissance Route 1**

BLOCK 1 Date: \_\_\_\_\_

Clock In \_\_\_\_\_ Pull Out \_\_\_\_\_

Daily Passenger Total \_\_\_\_\_ Route 1

	Daily Passenger Total		Transfers	
	Cash Regular (Bus)	Pass	Transfers - Need	Transfers - Sold
1st				
2nd				
3rd				
Totals				

Count your **BUS** numbers accurately.  
 \* Rest counter to zero at start of run.  
 \* Count everyone using the correct buttons.  
 \* At end of shift, write your totals below.  
 \* If you get a bus exchange, include counts from both buses.

Special Notice  
 By signing this manifest I verify that I have been advised of my right to receive meals and rest periods, I have been instructed to take my meal and rest periods and that I received all meals and rest periods for the shift, as required by law. I further understand that if I have any questions about this and rest periods I can contact: 1877 687-2338.

X \_\_\_\_\_  
 Employee Signature (Indicates I agree to the following)

\* Variation from scheduled times must include a reason.

Tranell Center	Compton Wilmington	Adell School	Compton & Wilmington 130 St.	Rosemead & Wilmington
7:30	7:36	7:40	7:46	7:51
8:00	8:06	8:10	8:16	8:21
8:30	8:36	8:40	8:46	8:51
9:00	9:06	9:10	9:16	9:21
9:30	9:36	9:40	9:46	9:51
10:00	10:06	10:10	10:16	10:21
10:30	10:36	10:40	10:46	10:51
11:00	11:06	11:10	11:16	11:21
11:30	11:36	11:40	11:46	11:51
12:00	12:06	12:10	12:16	12:21
12:30	12:36	12:40	12:46	12:51
13:00	13:06	13:10	13:16	13:21
13:30	13:36	13:40	13:46	13:51
14:00	14:06	14:10	14:16	14:21
14:30	14:36	14:40	14:46	14:51
15:00	15:06	15:10	15:16	15:21



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and 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>N/A. MV uses only the trip sheet and Payroll Edit for payroll.</p>
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Fixed Route meal breaks are built into the run cut and the break is scheduled on the operators trip sheet. Breaks are taken at the operator discretion. Operators radio dispatch to advise of break.</p> <p>5.2 Proposer does not maintain documentation for rest breaks. Meal breaks are recorded on the daily trip sheet.</p> <p>5.3 Project Manager and Payroll Clerk prepare, review and approve the documentation.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are 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>6.1 Location sends the payroll file containing all employees' daily time to corporate support center. Corporate processes the file and send back a register for review of hours, rates, deduction and GL coding. Corrections are sent if needed, and payroll is approved for payment.</p> <p>6.2 Employees are paid with direct deposit as well as live checks. If employee is missing time on a check, manual checks are requested from corporate support center.</p> <p>6.3 All hours are paid on the same check unless requested by the employee.</p> <p>6.4 Hours, rates, medical deductions, garnishments, taxes, year to date earnings, year to date deductions, and union dues (if applicable).</p> <p>6.5 Please see attached Payroll Submission Timeline, live check and direct deposit.</p>

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 04/24/2010  
 PERIOD END DATE 05/07/2010  
 EMPLOYEE SSN [REDACTED]

CHECK NUMBER 03597420  
 EMPLOYEE NUMBER 000606326

Smith, Aisha  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 00 State Status S Exemptions 00

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	76.77	16.830	1292.04	2217.69
Overtime	9.09	25.245	229.46	495.29
Reg Trng				134.64
Reg Mtg				16.83
<b>TOTALS</b>			<b>1521.50</b>	<b>2864.45</b>
<b>TAXABLE GROSS</b>			<b>1369.77</b>	<b>2712.72</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	15.07	29.84
CA WH	45.05	88.26
Fed WH	162.15	320.28
Medicare	19.86	39.33
OASDI-EE	84.93	168.19
Dental	14.32	14.32
Medical	134.94	134.94
Vision	2.47	2.47
UD	38.00	76.00
<b>DEDUC. TOTALS</b>	<b>516.79</b>	<b>873.63</b>
<b>NET PAY</b>	<b>1004.71</b>	<b>1990.82</b>

HOURS TYPE	BALANCE

Monthly Safety Message:  
 Safety is everyone's job!

*live check*

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. A VOID PANTOGRAPH AND MICROPRESSING

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-24758121001

Check No. 03597420

Date 5/14/2010

PAY *One Thousand Four Hundred and 71/100*

*Copy Only*

\$ **1,004.71**  
 Void After 60 Days

Proc. Level: 0008 Dept. Code: 10008

TO THE ORDER

Aisha Smith  
 [REDACTED]

**VOID**

[REDACTED]

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

PERIOD BEGIN DATE 12/19/2009  
 PERIOD END DATE 01/01/2010  
 EMPLOYEE SSN [REDACTED]

ADVICE NUMBER 00364335  
 EMPLOYEE NUMBER 000618366

Smith, Demetrius G.  
 Proc. Level 0008 Dept. Code 10008

Fed Status S Exemptions 05 State Status S Exemptions 05

WAGES	HOURS	RATE	AMOUNT	YTD AMOUNT
Regular	59.90	14.200	850.58	850.58
Holiday	16.00	14.200	227.20	227.20
Overtime	2.01	21.300	42.83	42.83
Reg Mtg	1.00	14.200	14.20	14.20
<b>TOTALS</b>			<b>1134.81</b>	<b>1134.81</b>
<b>TAXABLE GROSS</b>			<b>1134.81</b>	<b>1134.81</b>

DEDUCTIONS	AMOUNT	YTD AMOUNT
CA SDI	12.48	12.48
CA WH	8.63	8.63
Fed WH	21.62	21.62
Medicare	16.45	16.45
OASDI-EE	70.36	70.36
Adm Fee	4.50	4.50
Garn	208.15	208.15
UD	29.00	29.00
<b>DEDUC. TOTALS</b>		<b>371.19</b>
<b>NET PAY</b>		<b>763.62</b>

DIRECT DEPOSIT ACCOUNT	ACCOUNT NUMBER	AMOUNT
-chec	[REDACTED]	\$713.62
-savi	[REDACTED]	\$50.00

HOURS TYPE	BALANCE

**Direct Deposit**

Monthly Safety Message:  
 Safety is everyone's job!

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER, A VOID PANTOGRAPH AND MICROPRINTING.

MV PUBLIC TRANSPORTATION  
 360 CAMPUS LANE, SUITE 201  
 FAIRFIELD, CA 94534

WELLS FARGO BANK, N.A.  
 11-24/758/1210(3)

Advice No. 00364335

Date 1/8/2010

PAY VOID VOID VOID VOID VOID VOID VOID VOID

\$ 763.62  
 Void After 90 Days

Proc. Level 0008 Dept. Code 10008

Demetrius D Smith

DIRECT DEPOSIT ADVICE

NON-NEGOTIABLE

TO THE  
 ORDER  
 OF

[REDACTED]

## Payroll Submission Timeline

Item #	Action/Description	Date	Time
1	PCN's due to HR	Thursday prior to payroll submission	10:00am PST
2	Division should print Employee Reports, Review for accuracy of rates, jobs and employee counts. Final rate corrections to Human Resources (HR)	Thursday prior to payroll submission	11:00am PST
3	Payroll due (CSV, empty time and payroll reports, etc.) <i>should be emailed</i>	Monday	10:00am PST
4	PR 140A Pre-check Register	Monday	2:00pm PST
5	PR 140A Pre-check Register sign-off of all rates, divisions, etc.	Wednesday	2:00pm PST
6	Checks & direct deposit stubs printed at FSC and files for printing and e-pay divisions.	Wednesday	3:00pm PST
7	Direct Deposit files are sent to the bank and any checks printed at the FSC are overnighted.	Wednesday	5:00pm PST
8	Checks delivered by FedEx or California Overnight and or files available in divisions' print queue.	Thursday	12:00pm PST
9	Final Check Registers Available in Manager Portal	Thursday	12:00pm PST



QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A</p> <p>MV uses and automated payroll system.</p>
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 MV performs this task internally and does not engage the services of a third party. Please see payroll submission timeline on the previous page.</p> <p>8.2 Hours will have job codes attached to distinguish the rate.</p> <p>8.3 The calculation is embedded in the software.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Travel time during an employee's shift is paid at the employee's regular rate under the contract.</p> <p>9.2 While the employee works under the County Living Wage Program or another, their job code will populate with the correct rate. Travel time as well as time spent at the second location will be paid at the employee's regular rate of pay.</p> <p>9.3 If both locations are under the County Living Wage Program, both wages will be paid differently than the employee's regular rate of pay. All rates will populate automatically by job code.</p>
<p><b>10. OVERTIME</b></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>10.1 Overtime is calculated at time and a half, the rate is automatically populated according to rules embedded in the software.</p> <p>10.2 If an employee is paid two or more rates during a work week, the overtime rate is the time and a half of the weighted average. The weighted average is determined by dividing the total earnings for the work week by the total hours worked during the work week.</p>

DATED: March 28, 2014      PROPOSER'S SIGNATURE: W.C. Pihl Executive Vice President



Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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## 15. Subcontractors' Forms List

MV will not use subcontractors in the performance of this work.





Proposal to County of Los Angeles Department of Public Works for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services – 2014-PA016

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## 16. Living Wage Ordinance – Application for Exemption

MV has received exemption from the Living Wage Program from the County for its operators who are covered under a collective bargaining agreement. MV will comply with the Living Wage Ordinance for all other employees.



MV TRANSPORTATION, INC.



## 17. Additional Information

### a. Client Testimonials

Please refer to the following letters from satisfied clients.

### b. Progress Payments

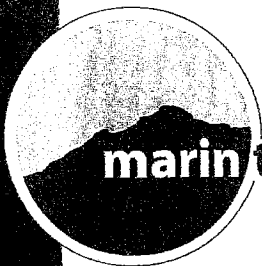
Please note that in addition to the price quoted, MV also offers progress payments, an additional cost savings method that eliminates the interest expense incurred by MV through its credit line. Under this payment structure, MV bills the County for 45% of the total estimated monthly billing, on the 1<sup>st</sup> and 16<sup>th</sup> of each month (payment due on the 16<sup>th</sup> and the 1<sup>st</sup> of each following month, respectively). This payment method offers an annual discount of 0.25%.

After month end, MV will produce a final invoice for the month as required by the contract, crediting the County with the progress payments made. The County will then pay the balance due within the terms contained in the proposed contract.

Payments are made in arrears, after service is provided and is consistent with FTA requirements which prohibit advance payments.



# **Satisfied Client Letters**



# marin transit

711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
marintransit.org

January 17, 2014

City of Fairfield  
Attn: Wayne Lewis, Project Manager  
2000 Cadenasso Drive  
Fairfield, CA 94533

RE: Fairfield and Suisun Transit RFP 2013-14

**board of directors**

Dear Mr. Lewis:

barbara heller  
president  
city of san rafael

judy arnold  
vice president  
supervisor district 5

kathrin sears  
2nd vice president  
supervisor district 3

susan l. adams  
director  
supervisor district 1

madeline kellner  
director  
city of novato

steve kinsey  
director  
supervisor district 4

katie rice  
director  
supervisor district 2

I write to share my experience working with MV Transportation here at Marin Transit. MV was originally awarded a contract to provide rural service for Marin Transit in 2006. In 2011, after a competitive procurement, MV was awarded a new and expanded contract to provide rural and seasonal service for Marin Transit. The seasonal service is a summer weekend shuttle service that takes passengers from a Park and Ride in Mill Valley to the Muir Woods National Park visitor center. In 2013 Marin Transit further expanded the service provided by MV Transportation to include supplemental school service on six routes. Additionally, in 2013 MV was awarded a separate contract with Marin Transit to manage our Catch-A-Ride program, a subsidized taxi service for seniors.

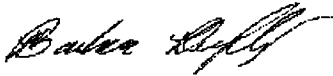
If I could sum up in one word our experience with MV it would be accommodating. Over the last five years Marin Transit has been in a period of expansion: both increasing service levels and adding new services. MV has been a true partner in picking up new services and delivering them efficiently, safely, and in true collaboration with Marin Transit staff. Our Muir Woods Shuttle service is a partnership with the National Park Service, and Park Service staff has been unfailingly complimentary regarding the flexibility and high level of professionalism exhibited by MV staff in providing this service. A recent example of the MV's ability to handle unusual situations effectively occurred during this past holiday season. This year Marin Transit and the National Parks piloted a new Muir Woods Shuttle service to accommodate visitors over the Christmas holidays. On New Year's Eve, while the service was in full swing, a King Tide came in and blocked the entrance to the Park and Ride where customers were directed to catch the shuttle. This meant that drivers were arriving at the Park and Ride with visitors on their buses and the buses could not

enter the Park and Ride to return the visitors to their cars. MV drivers and Supervisors remained calm, kept the passengers calm, and managed to secure alternate routes and stops real time during the period of the tide. This is just one example of the resourcefulness of the MV staff on this property.

Based on our experience with MV I would highly recommend them as a transportation provider for your agency.

Sincerely,

Barbara Duffy  
Director of Operations and Planning  
Sincerely,

A handwritten signature in cursive script, appearing to read "Barbara Duffy".

Barbara Duffy  
Director Operations and Planning





Livermore Amador Valley Transit Authority

January 16, 2014

To Whom It May Concern:

This letter of recommendation is for MV Transportation who operates and maintains fixed route bus services for the Livermore Amador Valley Transit Authority (LAVTA). MV has been LAVTA's contracted operator since 2002.

MV's on-site management team continues to be of very high quality. They work long hours to ensure our services are delivered daily in a cost-effective manner. This is very much appreciated as LAVTA still struggles to overcome the financial challenges we face in the transit industry.

Noteworthy in this past year has been the improvement in safety and the reduction in preventable accidents we have experienced. LAVTA suffered a bad year in 2012, and a concerted effort was launched by MV in 2013 to improve. As a consequence, our incidents decreased greatly, and liability and property damage claims were similarly reduced.

In short, MV continues to deliver a quality service to LAVTA and continues to be an excellent partner in the delivery of transit services to the Tri-Valley community.

A handwritten signature in black ink, appearing to read "P. Matsuoka".

Paul Matsuoka  
Executive Director  
LAVTA

December 26, 2013

Mr. John Siragusa, President  
MV Transportation Inc  
4620 Westamerica Drive  
Farifield, CA 94534

SUBJECT: Annual Review

Dear Mr. Siragusa,

MV Transit has operated the KART bus systems since July of 2003, it is with great pride that I look back on the accomplishments, improvements, and performance of KART's fixed route and demand response bus systems over the past year. All of which would not have been possible without the relationship our two organizations have built together.

The level of dedication, professionalism, and leadership displayed by the General Manager, Dave Nave, the Maintenance Manager, Skyler Summers, the Operations Supervisor, Gabriel Tabarez, and the Dispatch Supervisor, Carolyn Irvine is inspiring. Additionally, I would like to acknowledge the entire Hanford Division team for their first-class customer service.

The greatest system improvement accomplishment during 2013 for the Hanford Division was our bus stop amenities project. This project required valuable input from MV's management, dispatch, and drivers. This first phase of this project (bus stop sign installation) has been completed successfully and the next phase (Shelter Installation) is scheduled to begin in February 2014. Although this seems like a small project, it took multiple years to get approved through various local committees. MV Staff actively participated in all meetings providing information and support for this project.

I continue to be impressed with the day-to-day operations of the system. Although a team effort, I would like to acknowledge the professionalism, and dedication exhibited by the Dispatch Supervisor Carolyn Irvine. No matter what is happening she remains calm, quickly addresses issues, and effectively communicates with clients and the entire Hanford Division team.

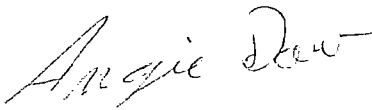
  
Kings County Area Public Transit Agency

Kings Area Rural Transit (KART)  
620 Davis Street - Hanford, California 93230  
OFFICE (559) 852-2692  
FAX (559) 584-2527  
[www.mykartbus.com](http://www.mykartbus.com)

Lastly, as I reflect on 2013, I look at all of the resources that were used to operate and improve our system. One of those resources is **knowledge**. MV's Hanford Division Team is at the top of my resource list for transit related knowledge. The Hanford Division Team provides valuable knowledge on every aspect of operations, system adjustments, system improvements, and regulations that govern transit systems.

I am proud of the excellent service that we provide, the collaborative relationship that we have forged, and the ability to overcome obstacles. I would like to express my thanks to the Hanford Division Team for all of their dedication in making the KART system safe and reliable, I look forward to our continued joint success during this next year.

Sincerely,

A handwritten signature in cursive script that reads "Angie Dow".

Angie Dow  
Executive Director



34009 ALVARADO-NILES ROAD  
UNION CITY, CALIFORNIA 94587

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December 19, 2013

David Smith  
Vice President - Operations  
MV Transportation  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Smith:

The City of Union City appreciates its continuing partnership with MV Transportation to provide valuable transit and paratransit service to the residents of Union City. In the past year, MV has passed the City's third-party maintenance inspections as well as that of the California Highway Patrol. It has also successfully implemented the necessary driver training and operational changes related to our most recent service changes in October. I would like to thank Mr. David Brophy and the rest of the MV Transportation team for their dedication to Union City Transit and Paratransit and wish them continued success in 2014.

Sincerely,

Mintze Cheng  
Public Works Director

cc: Wilson Lee, Transit Manager

San Benito County  
**LOCAL  
TRANSPORTATION  
AUTHORITY**

**COUNTY EXPRESS**

December 18, 2013

John Siragusa  
President, MV Transportation  
5910 N. Central Expressway, Ste. 1145  
Dallas, TX 75206

**RE: Commendation of County Express Team and General Manager Tony Mercado**

Dear Mr. Siragusa: *John*

I am pleased to provide this commendation letter for Tony Mercado of MV Transportation and the entire County Express operations team. I have worked with Tony and his team for the last 7 years. During this time, I have come to appreciate all the hard work your local team has done, the knowledge Mary Leon brings to the team, and the leadership of Tony Mercado.

MV has a proven track record when it comes to the safety of passengers, drivers, and vehicles. MV drivers are courteous to passengers and go the extra mile to make each trip safe and on-time.

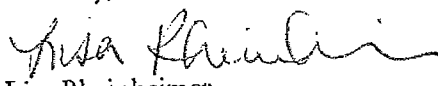
Your local team effectively communicates with my transit staff when issues arise and helps to resolve issues promptly. This open communication is critical to maintaining high quality transit service to riders in San Benito County.

Tony also sits as the Chair of our Social Services Transportation Advisory Council where he provides valuable operational information to Council members.

Through the leadership of MV Transportation, I hope County Express will continue to improve and ridership will increase. We will be implementing new dispatch software technology which will improve the efficiency of our operations.

I look forward to another successful year working with you and your MV Transportation team. If you have any questions, please feel free to contact me at (831) 637- 7665.

Sincerely,



Lisa Rheinheimer  
Executive Director



ADVISORY BOARD OFFICERS  
Ronald Bergstrom, CHAIRMAN  
Robert C. Lawton, Jr., VICE CHAIRMAN  
George H. Dunham, CLERK  
Thomas S. Cahir, ADMINISTRATOR

**CAPE COD REGIONAL TRANSIT AUTHORITY**

BARNSTABLE BOURNE BREWSTER CHATHAM DENNIS EASTHAM FALMOUTH HARWICH MASHPEE ORLEANS PROVINCETOWN SAHO WICH TRURO WELLFLEET YARMOUTH

December 11, 2013

To Whom It May Concern:

The CCRTA has recently completed our second year with MV as our operator. I continue to be impressed with the professionalism exhibited throughout the entire company. Our General Manager John Kennedy and Assistant General Manager Fred Valdivia are very attentive to detail and have worked tirelessly toward improving all aspects of our transportation service. We have seen marked improvement in our on-time performance, significant safety improvements and a host of other measures that have clearly improved operations at the CCRTA. In addition, Adem Adem has been extremely responsive and very accessible as well.

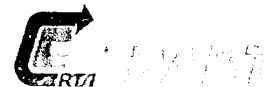
We are quite proud of our performance here on Cape Cod and enjoy strong support from our Advisory Board and all 15 Cape communities. MV has been a tremendous partner in achieving many of our lofty objectives. I could not be happier with the overall MV performance and look forward to continuing our partnership going forward.

Sincerely,

Thomas S. Cahir  
Administrator



215 IVANNOUGH ROAD P.O. BOX 1988 HYANNIS, MA 02601  
(508) 775-8504 (508) 775-8513 FAX  
[www.capecodrta.org](http://www.capecodrta.org) [info@capecodrta.org](mailto:info@capecodrta.org)



**CHIEF FINANCIAL OFFICER**  
cminor@elkocountynv.net

**DEPUTY COMPTROLLER**  
Debbie Armuth  
darmuth@elkocountynv.net

**TRANSIT COORDINATOR**  
Abigail Wheeler  
awheeler@elkocountynv.net



**ADMINISTRATION/  
FISCAL AFFAIRS & TRANSIT**  
571 Idaho Street, Room 105  
ELKO, NEVADA 89801  
Telephone (775) 748-0359  
Fax (775) 753-8535

12/9/13

To Whom It May Concern:

This letter is in regard to the MV Transportation, Inc.'s performance as a transit contractor in the operations of GET My Ride, on behalf of Elko County Transit Department.

Elko County operates a small demand response transit service in the City of Elko and in the surrounding area. This service is primarily for the transportation of seniors and people with disabilities, but serves the general public as well. We went out for RFP in May of 2013 and we were looking for a few main things from the contractor: 1) To operate the program in the most beneficial way to maximize efficiency to the community; 2) To be compliant with FTA regulations to the extent possible; and 3) To have timely and accurate reporting.

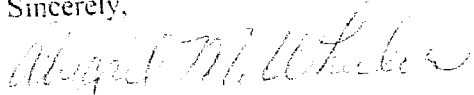
I was pleasantly surprised when a company the size and with the experience of MV Transportation, Inc. sent in a proposal. One of the things that impressed me the most with MV Transportation, Inc. is the standardized policy and procedures. For example, they have a standard FTA compliant Drug and Alcohol Policy and Maintenance program. But, they have other safety and operational policy and procedures that are flexible to this business unit. They also comply with the local ridership policy in relation to their own standard policies.

Mark Elias, the Vice President of Operations - Northwest, has traveled out here several times to assist in the startup and is available at any time by email or phone. Goran Petrovic, the General Manager has traveled out here many times to coordinate the startup, to set up vendors for the service, such as maintenance vendors. He has brought with him members of the maintenance staff from another location to ready the vehicles for startup and to train the vendors to perform proper maintenance on the vehicles. They also brought in a fantastic trainer from the Spokane location to ready the drivers for the startup to this company from the previous contractor.

Part of the RFP was to have an onsite manager. MV Transportation, Inc. hired a lead dispatcher with seven years of experience from the Ogden location and moved her to Elko to be the Operations Manager. She has brought consistency to our service, along with improved customer service. She understands the FTA regulations, trains her staff to the same knowledge and she provides accurate and timely reporting. She has also done a remarkable job in improving the scheduling, which has caused an increase of ridership and revenue.

I can honestly say: this has been the best change for the transit service in this area.

Sincerely,

  
Abigail Wheeler



602 Main Street, Suite 1100  
Cincinnati, Ohio 45202-2549

Lisa Aulick, Director  
513-632-7589  
laulick@go-metro.com

December 6, 2013

Chad Hockman  
Regional Vice President  
MV Transportation  
5910 N. Central Expressway  
Dallas, Texas 75206

It gives me great pleasure to write this letter of recommendation on behalf of MV Transportation. SORTA has had the great fortune of working with MV Transportation for many years to meet the transit needs of our community.

We continue to be delighted with the services provided by General Manager, Mike Roth. Mike is committed to great customer service and improving route efficiency while driving OTP and productivity upward. He is very responsive to our requests and is flexible in meeting the ever-changing demands of our customer's needs and organizational changes.

Mike Roth and the local team are well-trained and professional. The team cares about client satisfaction, courtesy and dedication. Our success is undoubtedly the result of safe and reliable transportation services that MV provides.

Under the leadership of the local team (Mike Roth, General Manager, Brandon Fox, Operations Manager, John Jester, Maintenance Manager and the newest member of the team Zachary Huffman, Safety & Training Manager) the organization works well together to reduce safety incidents and to increase on time performance and productivity. Year to date, Access's OTP 95%, and productivity is 2.297.

As you know, over the past year we have been faced with some challenges. For example, more than half of our fleet was scheduled for replacement with newer vehicles. However, there was a delay and the new vehicles were not ready for service. In addition, we are experiencing an increase in ridership due to Hamilton County Developmental Disability Services eliminating transportation funding for their clients. As our ridership increased and our buses began to fail, we were concerned that service would be negatively impacted. The local team and SORTA came together and without fail, service was not impacted. This took time, scheduling and planning to ensure that we had enough vehicles for daily pull out. The MV team remained professional and made sure that customer service was not impacted. This is truly the spirit and dedication of the local team and MV Corporate support.

Finally, I would like to thank you and MV Transportation Corporate for your ongoing support and commitment to SORTA. I am confident that our partnership will continue prosper well into the future.

Sincerely,

Lisa Aulick  
Director, ADA & Accessible Services

Access is a shared-ride public transportation service, providing origin-to-destination transportation in small buses for people whose disabilities prevent them from riding Metro buses.







Council Members

**Carlos Hernandez**  
Mayor

**Isis Garcia-Martinez**  
Council President

**Luis Gonzalez**  
Council Vice President

**Jose F. Caragol**  
**Vivian Casals-Muñoz**  
**Katharine E. Cne-Fuente**  
**Paul B. Hernandez**  
**Lourdes Lozano**

# City of Hialeah

December 03, 2013

MV Contract Transportation  
Ed Overn Regional Vice President

Mr. Ed Overn,

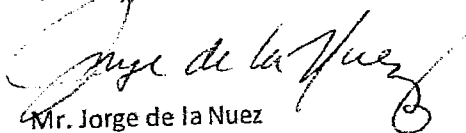
I am writing this letter to share how pleased I am that we have MV Transportation as our service provider for the City of Hialeah Circulator! We have seen the difference that it makes as I have said, now we have a 'professional company' serving our community.

We have seen a decrease in the number of customer calls and complaints. I was also impressed at the level of training I observed being given to the Operators! Your Safety Training Program far surpasses what our previous provider had given to our drivers.

With Mr. Anthony Rodriguez as General Manager, we have a true partnership that we feel will take our service to the next level. Mr. Rodriguez has been dedicated to improving the service and working with us to make the needed changes from the beginning. He has done an excellent job in creating a professional climate to work in for the Operators. We also see the corporate support that MV has provided in the areas of Safety and Maintenance.

I look forward to working with MV Transportation and growing our service to meet Hialeah's Community needs. We have had a great start and appreciate the MV Team and their dedication to providing the best service possible for the City of Hialeah.

Sincerely,

  
Mr. Jorge de la Nuez



November 5, 2013

Jose Tony Mercado  
Regional Manager  
MV Transportation  
555 Tully Road  
San Jose, CA 95112

RE: Avenidas and MV Transportation

Dear Tony:

This year represents our eleventh year of working together.

Over these years Avenidas and MV Transportation have together served nearly a thousand physically and cognitively impaired older adults without a serious incident. Given the physical and cognitive losses found in our participant population this is a significant accomplishment and reflects the high quality of transportation service that is provided day-in and day-out.

This letter acknowledges our successful relationship and expresses our appreciation for your service, and your responsiveness to the operational issues which normally arise.

Thank you for your continuing good cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "J.F. Sink".

John F. Sink  
Vice President, Programs



October 15, 2013

Marsha Moore  
MV Transportation, Inc.  
5910 N Central Expressway, Suite 1145  
Dallas, TX 75206

**Re: Implementation of TimePoint Software Products at Spokane Transit**

Dear Marsha,

I thought I would give you an update on our implementation of the MV Transportation, Inc. Customer Service Enhancement technology products that MV provided to STA as part of our contract with MV. As you are aware, a main factor in Spokane Transit selecting MV as our contractor was the improvement in technology that your team provides as part of the contractual partnership.

We have been working with your technology team since August to prepare our pilots for the Agency Monitor (Agency trip information) and the Mobi App (individual client trip information-*Thebus.mobi*) products, part of your TimePoint Software. Your team's support has been excellent. They have addressed any problems and provided outstanding support in training the agencies we selected for our pilots with multiple training sessions. During the training sessions, feedback from agency personnel was nothing but positive. Members of a dialysis group could see the advantage of knowing when the van was coming and matching that to how well the patient was doing in their process. Our local ADH group was pleased to not only use the information as documentation of those persons they are serving on a daily basis, but also as a guide to group their clients together based on the estimated pick up times and van information, helping speed up our pick up process.

On October 9, 2013 we held our Paratransit User's Group meeting. This group provides feedback to Spokane Transit on our service and gives us reactions to upcoming service changes we are considering. We introduced the Agency Monitor to them at our last quarterly meeting in June. Several members of this group are employees of the pilot agencies for MV's TimePoint products. All who have used the Agency Monitor have been pleased with the product. They all had overwhelming positive feedback regarding the ease of use and they were surprised by how accurate the information was. We also previewed the Mobi App with them. This generated much excitement amongst the Group. We had several volunteers who wanted to pilot this program and each had a different reason. They liked the idea of not having to call in and wait, they liked the idea of seeing their trips for the entire day and they were enthusiastic about the fact that they would know when we were arriving for pick up and an estimate of when they would arrive at their destination.



On this day as well, our Director of Operations presented the Agency Monitor as one of Spokane Transit's Paratransit Customer Service tools for interacting with our customers (in this case Agency personnel) to our Board Committee.

In summary, this letter was sent to advise MV Transportation, Inc. of the progress we have had in implementing the technology enhancements that MV has provided to Spokane Transit. We wanted to give you some feedback as to the excellent reception the products have garnered from our customers and pilot users. And finally, we want to thank you and your team for the positive experience we have had in working with MV's technology team in the implementation. All has added to STA's overall experience of bringing on MV as our Supplemental Service Provider for Paratransit this year. We look forward to continuing this implementation process and bringing on the next product that MV has offered which is a selected use of the IVR system.

Sincerely,

A handwritten signature in cursive script that reads 'Denise Marchioro'.

Denise Marchioro  
Spokane Transit  
Transportation Manager-Paratransit  
1230 West Boone Avenue  
Spokane, WA 99201

cc: John Siragusa, MV Transportation, Inc.  
Mark Elias, MV Transportation, Inc.  
Patty Talbott, Spokane Transit



Western Contra Costa  
Transit Authority

August 19, 2013

Mr. Carter Pate, CEO  
MV Transportation, Inc.  
5910 N. Central Expressway, Suite 1145  
Dallas, TX 75206

Dear Mr. Pate,

As WCCTA enters into the first year of a new contract period with MV Transportation, I am writing to express my sincere appreciation to you, your excellent staff, and to the entire MV organization, for the outstanding service we have received throughout the previous 13 years of our partnership with you. As you know, we were pleased to award a new multi-year contract to MV in April, 2013 after a particularly competitive procurement. In the end, the decision to award to MV came down to our desire to retain the outstanding local management staff MV has committed to this contract.

Our partnership with MV extends back to the year 2000, when WCCTA made our first contract award to your firm. We consider ourselves extremely fortunate to have had Electra Jeter in the role of MV's Pinole Division General Manager throughout the 13 years MV has operated our fixed route, paratransit and express bus services, and maintained the WCCTA fleet.

Electra has worked in close partnership with our agency to expand and continually improve service to our community. She has assembled an outstanding workforce, and has been proactive in creating the culture of openness and trust that defines our location, and that governs the interactions with our passengers and the broader community. Additionally, she has been extraordinarily generous with her own time and financial resources in responding to a broad array of charitable and philanthropic projects in the local area. These efforts have included providing meals to families in need on a number of occasions throughout the year. Though Electra prefers to maintain a low profile about her support for less fortunate members of our community, her contributions are recognized and sincerely appreciated by the WestCAT staff and Board of Directors.

It is gratifying to see how successful Electra has been in establishing a workplace where employees are valued and respected, and where people enjoy coming to work each day. In preparation for a driver appreciation event later this week, we have been preparing commendation certificates for all MV employees who have been working at our location for five years or more. Perhaps nothing better illustrates the effectiveness of Electra's approach than the fact that the vast majority of her employees fall into this category, with many having served the community for over fifteen, twenty or twenty five years (and in the case of the longest tenured driver, more than thirty one years).

The dedication and public service focus of Electra's team has earned WestCAT strong support from the communities we serve, as evidenced by the many positive comments and commendations we have received from our passengers throughout the year. It has also resulted in statewide acknowledgement during the last year, with WestCAT being selected as the California Association for Coordinated Transportation's (CalACT's) "Outstanding Transportation Agency".

I want to specifically recognize the level of professionalism and dedication Electra's staff has toward passengers on the WestCAT system. Improvements in customer service and safety continue to be the focus of daily operations, which has resulted in an exemplary safety record throughout our contract with MV.

This year, I would like to acknowledge the entire management team for their outstanding performance. Assistant General Manager Karen De Rosa, Safety and Training Manager Denise Williams, Dispatch Manager Telisha Burns, and newly assigned Operations Manager Stacey Burks. The management team members have worked exceptionally well together, and have implemented a number of initiatives that have further improved the already outstanding record of operational safety and efficiency. I also want to commend the entire Pinole maintenance staff under the direction of Maintenance Supervisor Al Warner. The mechanics on staff, some of whom are comparatively new to transit, have demonstrated an excellent work ethic, and a strong desire to learn and to develop mastery of the skills needed in their professional work.

In closing, I also want to express my appreciation for the excellent responsiveness and support we have received from Derik Calhoun, in his role as Regional Vice President. While our location runs very effectively under the direction of the local management team, there have been occasions where we have asked for the assistance through MV's corporate office. In all instances, whenever we have made a request, Mr. Calhoun has responded immediately and constructively, and has brought expertise and resources to help us reach the best outcome.

Again, it is with great pleasure that I acknowledge the fine job that MV has done at all levels of your organization. Thank you.

Sincerely,



Charles Anderson  
General Manager

# MUNICIPALITY OF ANCHORAGE



Public Transportation Department

907-343-8402

*Mayor Dan Sullivan*

August 6, 2013

City of Colorado Springs  
City Contracting Division  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

Re: RFP R13-072JM - Management and Operation of Paratransit Service

To Whom It May Concern:

I am writing in regard to MV Transportation, Inc.'s performance as paratransit contractor in the operation of AnchorRIDES Coordinated Paratransit System on behalf of the Municipality of Anchorage, Public Transportation Department.

MV has performed well as our provider since July 2007. Overall, we have found the company and its employees to be responsive, reliable, and effective in their duties. They improved the reputation of AnchorRIDES with our customers and in our community by providing professional and safe service.

In coordinated transportation, MV successfully manages and operates multiple modes of paratransit: demand response, deviated fixed route, and shuttle service. MV capably provides various service level requirements transportation for ADA paratransit, OAA Senior transportation, Medicaid Waiver transportation, Title 1 pupil transportation, general public deviated fixed route and a health service shuttle. These multiple funding sources have different eligibility rules, service hours, service areas and faring and MV has been a willing and effective provider for "one-stop transportation service" throughout Anchorage.

Additionally, MV helped us achieve a great 2010 FTA Triennial Review, with exceptional ratings in the area of maintenance. I anticipate the same results in our upcoming 2013 Triennial Review.

I recommend MV to any agency looking for a partner in the operation of their transit systems.

Sincerely,



Susan Shiffer  
AnchorRIDES Contract Administrator  
Municipality of Anchorage | Public Transportation Department  
P 907-343-6331 | F 907-343-4042 | C 907-244-2020



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

July 23, 2013

To whom it may concern:

Almost three years ago, San Joaquin Regional Transit District (RTD) contracted out a portion of its transportation services through a Request for Proposal (RFP) process. MV Transportation became the successful bidder and commenced operating the service in September of 2010. The seven day per week service MV provides includes all of RTD's county operations which consists of operating and maintaining approximately 50 vans, cutaways, diesel-electric hybrid Gillig coaches, and 45-foot MCI coaches with an operating, maintenance, and utility staff of over 75 fulltime employees.

RTD has realized many benefits as a result of this relationship including a cost savings, which allowed RTD to maintain revenue services to the county and community. In addition, RTD's relationship with MV provides the flexibility to subcontract expanded regional, charter, and special projects work to MV – a partnership which continues to flourish.

Further benefits realized through our partnership with MV Transportation include the following:

- MV provides an operating staff with the professionalism in appearance and customer service that RTD requires.
- MV's maintenance staff and program meet or exceed RTD guidelines for vehicle preventive and responsive maintenance.
- MV's local management staff is responsive, professional, skilled in maintenance/operations, and good to work with, including representing RTD's best interest in the community and through public meetings and events.
- MV continues to help grow RTD services by professionally operating and maintaining new services with neighboring cities such as Mountain House, Ripon and Escalon, California.
- MV has been a key logistics partner in our upcoming bus yard consolidation, service adjustments, and potential future programs.

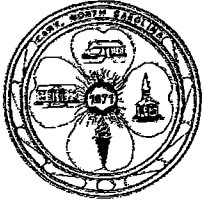
We highly recommend MV Transportation locally as a skilled and strategic partner in our current operations – the local management team and support staff represent the interest of RTD well and are a pleasure to work with. In addition, we highly recommend MV's corporate team as helpful, reliable, and dependable partners in our current growth.

Sincerely,

Norm Tuitavuki  
Director of Operations

Michael Restuccia Joni Bauer Duane Isetti Les J. Fong  
BOARD OF DIRECTORS Gary S. Giovanetti  
GENERAL MANAGER/CEO Donna DeMartino





PLANNING DEPARTMENT

June 18, 2013

Ed Overn  
Regional Manager  
MV Transportation, Inc.

Dear Ed,

It is with a great deal of satisfaction that I write you today to tell you about the status of MV's management and operations of our Cary Transit since Valerie Courchesne was assigned her role as our General Manager (GM). Well, I can tell you that you were right about Valerie. She is a mover and a shaker when it comes to attacking problems and developing long range strategies to keeping things running smoothly and minimizing problems. She is by far, the best General Manager that has been at Cary Transit since I arrived 10 years ago.

The system is now setting new records on ridership. Customer service has improved and complaints have decreased, particularly on our door to door services. She's taking bold action to deal with tough personnel issues and bringing in better staff. Through Val's efforts, we have also set new all time high records in passenger trips per hour on our door to door services over the past two months.

It is so nice to have a GM who is highly competent, a great communicator, super motivator, and highly respected by Town staff and her own MV staff. I thank you for helping to make this happen and all that you do for our system as well.

Valerie is constantly thinking outside the box on how we can further improve our system. This is something that she doesn't do just every now and then, but every day. We are fortunate to have someone of her caliber and hope to have her at the operations helm here for many years to come.

On behalf of the Town of Cary, thanks for all that MV does to make us the great system that we are today. We have more work to do of course and will need your support as we move forward with additional improvements in the near future.

Cordially,

Ray S. Boylston  
Transit Services Administrator  
Town of Cary

TOWN OF CARY



CITY OF BURBANK  
COMMUNITY DEVELOPMENT DEPARTMENT

150 North Third Street, P.O. Box 6459, Burbank, California 91510-6459  
www.ci.burbank.ca.us

April 3, 2013

W. Wayne Fritz  
Region Vice President  
MV Transportation, Inc.  
5415 E. KcKellips Road, Unit 89  
Mesa, AZ 85215

Dear Mr. Fritz,

In June of 2011, MV Transportation was selected through a competitive Request for Proposals process, as the operations and maintenance contractor for Burbank Bus fixed route service. MV Transportation was professional and prepared throughout the subsequent transition period from the previous contractor. The planning and execution by the transition team, allowed for an efficient changeover resulting in uninterrupted operations and retention of a significant number of existing staff.

Throughout their tenure at Burbank, the onsite management team led by MV Transportation General Manager Michael Sherrill, has consistently been responsive to City staff requests for system performance data, National Transit Database (NTD) data and field operation inquiries. Additionally, Mr. Sherrill along with support from operations and maintenance personnel, provide City staff relevant information regarding daily operation performance and vehicle status. MV Transportation continues to keep a fleet of seventeen Compressed Natural Gas (CNG) buses in excellent mechanical and aesthetic condition and has passed all California Highway Patrol (CHP) annual Terminal Inspections during their tenure.

Mr. Sherrill has also been an excellent customer service representative of Burbank Bus. Mr. Sherrill typically responds to customer service matters personally. Mr. Sherrill gathers pertinent information through a variety of methods including contacting customers, discussing customer service approaches with staff and utilizing field observation. Investigations are performed timely, objectively and often with positive results.

In addition to the staff that performs day-to-day Burbank Bus operations, MV Transportation has provided technical, safety and training support through its corporate network. MV Transportation corporate staff has been readily available and responsive to inquiries regarding service delivery options.

During its tenure as the operations and maintenance contractor for Burbank Bus fixed route service, MV Transportation has performed requisite duties well. The onsite team provides quality route performance, vehicle maintenance and customer service. MV Transportation continues to demonstrate through their performance, they are a dedicated partner with Burbank Bus and are committed to delivering reliable service for our passengers.

Sincerely,

Adam Emmer  
Transportation Services Manager



# Ashtabula County Department of Job & Family Services

Patrick J. Arcaro, Executive Director

ACTS Toll Free Ph: 1-800-445-4140 Fax: 440-994-2025	Job Source / One Stop Ph: 440-994-1234 Fax: 440-992-7826	Social Services / Child Care Ph: 440-994-2050 Fax: 440-994-2025	Financial / Medical Asst. Services Ph: 440-998-1110 Fax: 440-998-1538	Fraud Hot-Line Enforcement Ph: 440-998-1110 Fax: 440-998-1538	Nursing Home Services Ph: 440-994-2050 Fax: 440-994-2059	Child Support Enforcement Ph: 440-998-1110 Fax: 440-994-2025
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March 28, 2013

Kevin Klika  
Chief Operations Office  
MV Transportation Inc.  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

Mr. Klika:


I am writing in regards to the service MV Transportation Inc. has provided to our County in terms of the operation of the Ashtabula County Transportation System (ACTS).

Denita Fields, General Manager, has been responsive to our needs and our community passengers. She maintains a "hands-on" approach and spends countless hours working to ensure exceptional service to the public.

In addition, we are pleased with the corporate support and follow up given by Chad Hockman, Regional Vice President, when we express concern about something that may need attention.

In closing, our partnership thus far remains positive and I would like to thank MV Transportation, Inc. for the job they have done at all levels of the organization.

Respectfully,



Patrick J. Arcaro  
Executive Director

CC: Board of Ashtabula County Commissioners  
Susan Stoneman, ACTS Project Manager



March 7, 2013

Dear MV Transit:

As Board Chairwoman of GRTC Transit System for over five years, I have had the opportunity to work on many complex issues that relate to public transportation. Under the leadership and direction of Eldridge Coles, developing sound policies, excellent business practices, I believe GRTC Transit System is poised to take another step in the right direction once again.

The executive management team provided by MV Transportation has proven to be invaluable and plays a critical part of GRTC's success. MV Transportation has consistently provided GRTC with beneficial resources in several areas. The off-site staff at MV has always been responsive, accommodating and when needed, visible to the needs of the Board and GRTC.

Eldridge Coles has worked closely with me on many of these complex issues and he has always provided me with viable solutions. He has exceeded my expectations as the Chief Executive Officer. His progressive thinking and caring attitude as a leader has inspired many at GRTC to achieve more.

Eldridge has proven to be extremely trustworthy and continuously demonstrates his belief in total transparency. He possesses a high level of empathy and sensitivity towards his employees and his customers which have tremendously increased the level of morale and public perception of GRTC. Eldridge has always made himself available and constantly remains knowledgeable of any and all issues related to GRTC and the transit industry. He also possesses the ability to successfully interact and communicate with individuals from all walks of life on many levels.

I am extremely confident that Eldridge's leadership skills and his wealth of knowledge of the industry will continue to move GRTC forward in the right direction to meet the transit challenges of the future.

Should you have any questions, please feel free to contact me directly at 804.205.6627.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda G. Broady-Myers". The signature is fluid and cursive, with the first name being the most prominent.

Linda G. Broady-Myers



## City of Show Low

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February 28, 2013

Mr. Wayne Fritz  
MV Transportation

550 North 9th Place  
Show Low, AZ 85901  
Telephone (928) 532-4000  
Facsimile (928) 532-4009  
info@ci.show-low.az.us  
www.ci.show-low.az.us

Dear Mr. Fritz:

It is with great pleasure that I write this letter of recommendation on behalf of MV Transportation and your general manager Thomas Hakenewerth.

On July 1, 2003 I assumed the administrative responsibility for the public transportation service (Four Seasons Connection) in the City of Show Low and the Town of Pinetop-Lakeside. Despite years of administrative responsibility as the Community Services Director with the City of Show Low, I had no experience whatsoever in dealing with public transportation. Now with nearly ten years under my belt I appreciate the fact that MV Transportation has made this administrative opportunity a very pleasant one.

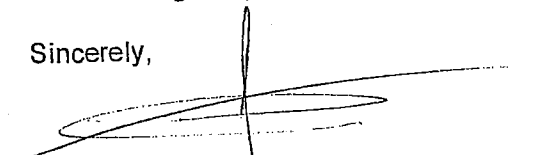
During these ten years, MV Transportation and I have enjoyed a very good relationship and have been very successful in working together on a number of issues. In particular we have worked hard at continuing our comprehensive marketing plan for advertisement on the buses that has proven very successful. We have worked through a number of difficult route related issues to the satisfaction of the majority. In addition, we have successfully started and maintained the White Mountain Connection (commuter route to Holbrook). We are currently working with the White Mountain Apache Tribe in hopes of adding a public transit system that would meet the needs of their people.

MV Transportation has always been willing to do whatever it takes to get the job done and has made my administrative role a very pleasant one. If I have a concern, MV Transportation always listens. If they have a concern, I always listen. We have developed a mutual respect and appreciate the respective abilities that we each possess.

The Four Seasons Connection and the White Mountain Connection, under MV Transportation's direction have become very important parts of the transportation system in the White Mountains. The popularity of these service continues to grow and it meets the needs of many residents who would otherwise be without any means of transportation. MV employs an excellent general manager and he has our respect, the respect of his staff and the public that we collectively serve.

It is obvious that Tom has the support of the leadership at MV Transportation. We look forward to continuing this productive relationship well into the future.

Sincerely,



Joel Weeks, Community Services Director  
City of Show Low

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**DART**

Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

February 6, 2013

Mr. Kevin Klika  
MV Transportation, Inc.  
5910 N. Central Expwy.  
Suite 1145  
Dallas, TX 75206

Dear Kevin,

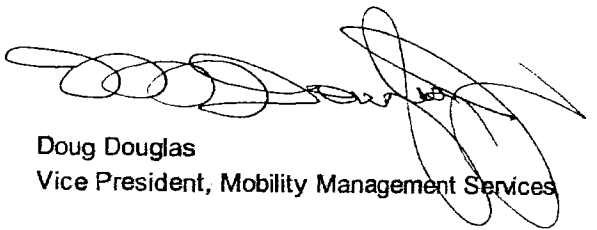
As you are probably aware, my team and I have been reviewing MV Transportation, Inc.'s performance data on a daily basis since October 1, 2012, and I wanted to make you aware of how pleased we are with the progress that you and your team have made since implementation.

In less than 90 days, MV has been able to achieve performance measurements beyond what we were able to accomplish over the past 13 years. This is a tremendous feat, especially considering that we are saving about \$7 million a year in operating costs alone! This equates to DART's subsidy decreasing by approximately \$10 per passenger. You and your team have helped us to realize our goal of providing a higher quality service with less cost.

We realize that our new service model was very aggressive. We also understand that DART hiring many of the previous contractor's Paratransit drivers, along with all of our Scheduling and Dispatching staff, presented quite a challenge for MV. You rose to the occasion and our riders are better off for it.

In a casual conversation that I had recently with DART's Board Chair, John Danish, he indicated that he was pleased at how well things are going with our service. Please send my thanks to your team and keep up the great work!

Sincerely,



Doug Douglas  
Vice President, Mobility Management Services

c: Carol Wise  
John Adler  
Donnie Thompson  
Tammy Haenfling

**State of California  
Certificate of Good Standing and  
Statement of Information**

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

MV TRANSPORTATION, INC.

FILE NUMBER: C0905601  
FORMATION DATE: 12/18/1978  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of November 25, 2013.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State





**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**EV67499**

**FILED**

In the office of the Secretary of State  
of the State of California

**DEC-18 2013**

This Space for Filing Use Only

**1. CORPORATE NAME**

MV TRANSPORTATION, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C0905601

**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.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE			
5910 NORTH CENTRAL EXPRESSWAY STE, DALLAS, TX 75206			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
479 MASON ST STE 221, VACAVILLE, CA 95688			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

**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.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/				
R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
8. SECRETARY				
LISA WINSTON	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
9. CHIEF FINANCIAL OFFICER/				
BRAD CORNELSEN	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			

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

	ADDRESS	CITY	STATE	ZIP CODE
*0. NAME				
R. CARTER PATE	5910 NORTH CENTRAL EXPRESSWAY STE 1145, DALLAS, TX 75206			
*1. NAME				
*2. NAME				

\*3. 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.

*4. NAME OF AGENT FOR SERVICE OF PROCESS				
CT CORPORATION SYSTEM				
*5. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL				

**Type of Business**

\*6. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PASSENGER TRANSPORTATION SERV

\*7. 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.

12/18/2013 BRAD CORNELSEN CFO/TREASURER  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

# **CHP Inspection Reports**

**SAFETY COMPLIANCE REPORT/  
TERMINAL RECORD UPDATE**

CP 343 (Rev 6-10) OPI 062

NEW TERMINAL INFORMATION  
 Yes  No  
 TERMINAL TYPE  
 Truck  Bus

CA NUMBER: 54849  
 FILE CODE NUMBER: 227210  
 COUNTY CODE: 19  
 CODE: B  
 OTHER PROGRAM(S):  
 LOCATION CODE: 550  
 SUBAREA: S42  
 TELEPHONE NUMBER (W/ AREA CODE): 562-259-9911

TERMINAL NAME: MV Transportation Inc.  
 TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE): 7209 E. Rosecrans Ave. Paramount, Ca. 90723  
 MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE): 5910 N. Central Expressway Suite 1145 Dallas, Tx. 75209

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY): 7209 E. Rosecrans Ave. Paramount, Ca. 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWY REG. NO. N/A	MS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 39 II-	DRIVERS 40	BIT/FLEET SIZE
EXP DATE N/A	EXP DATE N/A	EXP DATE N/A	REG CT N/A	HW VEH N/A	HW CONT N/A	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FONS): N/A

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME): Stephan Allen	DAY TELEPHONE NO (W/ AREA CODE): [REDACTED]	NIGHT TELEPHONE NO (W/ AREA CODE): [REDACTED]
EMERGENCY CONTACT (NAME): Lena Parten	DAY TELEPHONE NO (W/ AREA CODE): [REDACTED]	NIGHT TELEPHONE NO (W/ AREA CODE): [REDACTED]

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR**

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
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**OPERATING AUTHORITIES OR PERMITS**

PUC:  T 12064  
 US DOT NUMBER: 1205759  
 TCP PSC: N/A  
 MC MX: N/A  
 MOTOR CARRIER OF PROPERTY PERMIT ACTIVE:  Yes  No  N/A  
 IIMS FITNESS EVALUATION:  Yes  No  
 REASON FOR INSPECTION: Annual Bus Terminal Inspection

**INSPECTION FINDINGS**

REQUIREMENTS	VIOL	HAZARDOUS MATERIALS	CONTAINERS/TANKS	VEHICLES PLACED OUT-OF-SERVICE
MAINTENANCE PROGRAM	0	1 N/A 2 N/A 3 N/A 4	1 N/A 2 N/A 3 N/A 4	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 9 Time 8.5	No. 20 Time 6.0	No. 9 Time 8.0
DRIVER HOURS	0	✓ No H/M Transported	<input type="checkbox"/> No H/M violations noted	No. n/a Time
BRAKES	0	REMARKS		
LAMPS & SIGNALS	0	13 CCR 1233(a)(1) - Carrier's Terminal Inspection is rated "SATISFACTORY" at this time.		
CONNECTING DEVICES	N/A	See attached CHP 343-1's and CHP 407F/3434A - Aspen reports.		
STEERING & SUSPENSION	0	CA3P1X000047 through CA3PX1X000055		
TIRLS & WHEELS	0			
EQUIPMENT REQUIREMENTS	0			
CONTAINERS & TANKS	N/A			
HAZARDOUS MATERIALS	N/A			

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

INSPECTION DATE(S): 11/5, 6 & 7/13  
 INSPECTED BY (NAME(S)): AI Perez, C Cierley / MCS1's  
 ID NUMBER(S): A08968, A12888

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 11), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at 323-644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING: **SATISFACTORY**

CARRIER REPRESENTATIVE'S PRINTED NAME: Martin Camargo  
 CARRIER REPRESENTATIVE'S SIGNATURE: [Signature]  
 TITLE: Maintenance Manager  
 DATE: 11/7/2013  
 DRIVER LICENSE NUMBER/STATE: [REDACTED] CA.  
 DESTROY PREVIOUS EDITIONS

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

DATE	THIS IS A CONTINUATION OF
11/5,6 & 7/13	CHP 343

CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
ADDRESS	7209 E. Rosecrans Ave. Paramount, Ca. 90723	FC NUMBER	227210

REMARKS

Note: Carrier's Controlled Substance & Alcohol Testing Records are maintain at the carriers principal place of business at:

5910 N. Central Expressway Suite 1145 Dallas, Tx. 752206

13 CCR 1233.5 – Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

California Highway Patrol

Commercial Records Unit

P.O. Box 942898

Sacramento, Ca. 94398-0001

Initials: *MAC*

Date: 11/07/13

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000047  
Inspection Date: 11/05/2013  
Start: 8:10:00 AM PT End: 9:00:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759  
MC/MX#: 648465  
State#: 54849

Phone#: (707)863-8980  
Fax#:

Location: PARAMOUNT  
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

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2005	CA	7T80410	# C-19	1N9TDABG55C084159	32,800			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 434441; File Code Number: 227210; Fuel Type: LPG; Passenger  
Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol  
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation

Signature Of Motor Carrier X \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Report Prepared By:  
A. PEREZ/MCS-1

Badge #:  
A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X0G0047

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000048
Inspection Date: 11/05/2013
Start: 9:08:00 AM PT End: 9:33:00 AM PT
Inspection Level: V - Termina
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 11967F1, # 1397, 1FDFE4FS1BDB37595, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 39189; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 21; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X. Title: Date:

Report Prepared By:
A PEREZ/MCS

Badge #:
A8963

Copy Received By:

Page 1 of 1



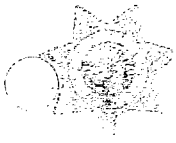
01205759 CA CA3P1X000048

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000049  
Inspection Date: 11/05/2013  
Start: 9:34:00 AM PT End: 10:15:00 AM PT  
Inspection Level: V - Terminal  
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC  
4620 W AMERICA DR  
FAIRFIELD, CA 94534-4186  
USDOT#: 01205759 Phone#: (707)863-8980  
MC/MX#: 648465 Fax#:   
State#: 227210  
Location: PARAMOUNT  
Highway:   
County: LOS ANGELES, CA

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

MilePost:   
Origin: NONE  
Destination: NONE

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R09720	# 1234	1N9HDABP08C084158	32,800			

BRAKE ADJUSTMENTS

Axle # 1 2  
Right  
Left  
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

Site Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 162278; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.  
NOTE If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Report Prepared By:  
C. Clerley

Badge #:  
A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000049

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000050
Inspection Date: 11/05/2013
Start: 10:18:00 AM PT End: 10:48:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

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

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

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, 7K93629, # C-13, 1FDWE45F23HB85587, 14,000

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 214190; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 16; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. CIERLEY

Badge #: A12868

Copy Received By:





DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000051
Inspection Date: 11/05/2013
Start: 10:50:00 AM PT End: 11:30:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4185
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2008, CA, 8R10208, # 1230, 1N9HDABP38C084154, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Plate Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 125705; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X Title Date

Report Prepared By: C. CIERLEY

Badge #: A12888

Copy Received By:

Page 1 of 1



01205759 CA CA3P1X000051

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000052
Inspection Date: 11/05/2013
Start: 11:34:00 AM PT End: 12:08:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

Location: PARAMOUNT
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, 1291482, # 7104, 1FDFE4FSXADB01824, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS : No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 41444; File Code Number: 2275759; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted DO NOT return this form to the California Highway Patrol
NOTE If a citation was issued, you MUST follow the instructions listed on the citation

Signature Of Motor Carrier X Title: Date:

Report Prepared By:
C. CIERLEY

Badge #:
A12888

Copy Received By:

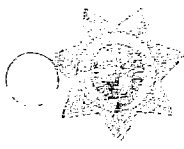
Page 1 of 1



01205759 CA CA3P1X000052

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000053
Inspection Date: 11/05/2013
Start: 12:10:00 PM PT End: 12:52:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 227210
Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

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

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2003, CA, 1093942, # 21366, 1N9TDACG13C084106, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 302872; File Code Number: 2275759; Fuel Type: CNG;
Passenger Capacity: 31; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X

Title: Date:

Report Prepared By:
C OIERLEY

Badge #:
A12888

Copy Received By:



01205759 CA CA3P1X000053

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000054
Inspection Date: 11/05/2013
Start: 12:54:00 PM PT End: 1:25:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

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

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

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, 1304477, # 7101, 1FD FE4FS4ADB01804, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: S42; Veh #1, Type: 20; Regulated Vehicle: Y; Odometer: 33586; File Code Number: 227210; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:
C. CIERLEY

Badge #:
A12838

Copy Received By:

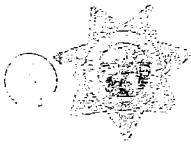
Page 1 of 1



01205759 CA CA3P1X000054

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.1.1



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

Report Number: CA3P1X000055
Inspection Date: 11/05/2013
Start: 1:35:00 PM PT End: 2:15:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759
MC/MX#: 648465
State#: 54849

Phone#: (707)863-8980
Fax#:

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

Location: PARAMOUNT
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2008, CA, 1258476, # 312, 1GBE4V1G87F417087, 16,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Citation Information:

Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y; Odometer: 132420; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol.
NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

Report Prepared By:
A. PEREZ / MCS

Badge #:
A08968

Copy Received By:

X [Signature]



**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus		CODE B	OTHER PROGRAM(S)	LOCATION/ CODE 550	SUBAREA S42

TERMINAL NAME  
MV Transportation Inc. TELEPHONE NUMBER (W/ AREA CODE)  
562-259-9911

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

MAILING ADDRESS (NUMBER, STREET, CITY STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
5910 N. Central Expressway Suite 1145

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. N/A	HWT. REG. NO. N/A	IMS LIC. NO. N/A	TRUCKS AND TYPES N/A	TRAILERS AND TYPES N/A	BUSES BY TYPE I- 57 II-	DRIVERS 62	BIT FLEET SIZE
EXP. DATE N/A	EXP. DATE N/A	EXP. DATE N/A	REG. CT N/A	HW VEH. N/A	HW CONT. N/A	PPB/ CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CONSOLIDATED TERMINALS <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FILE CODE NUMBER OF CONSOLIDATED TERMINALS AND DIVISION LOCATIONS BY NUMBER (Use Remarks for Additional FCNS) N/A					

**EMERGENCY CONTACTS (In Calling Order of Preference)**

EMERGENCY CONTACT (NAME) Stephen Allen	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911
EMERGENCY CONTACT (NAME) Lina Parten	DAY TELEPHONE NO. (W/ AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) 562-259-9911

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2011 ]**

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

**OPERATING AUTHORITIES OR PERMITS**

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

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

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM	0	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS	0	No. 7 Time 4.0	No. 16 Time 3.0	No. 14 Time 10	TIME n/a	TOTAL TIME 17.0
DRIVER HOURS	0	<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. n/a Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles n/a Units	
BRAKES	0	REMARKS 13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.				
AMPS & SIGNALS	1	See attached CHP 343-1's and CHP 407F/343A - Aspen Reports CA3BFM000726 Through CA3BFM000739				
CONNECTING DEVICES	N/A					
STEERING & SUSPENSION	0	Note: Due to consecutive Satisfactory ratings a representative sample of 50% maintenance records were inspected.				
TIRES & WHEELS	0					
EQUIPMENT REQUIREMENTS	2					
CONTAINERS & TANKS	N/A					
HAZARDOUS MATERIALS	N/A					
BIT	<input type="checkbox"/> I <input type="checkbox"/> R <input type="checkbox"/>	FEES DUE <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. \$ 5	INSPECTION DATE(S) 11/ 13 & 14/12	TIME IN TIME OUT

INSPECTED BY (NAME(S))  
A. Perez / M. DelValle

ID NUMBER(S)  
A08968, A13848

SUSPENSE DATE  
 Auto  None

**MOTOR CARRIER CERTIFICATION**

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 16), will be corrected in accordance with applicable revisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE 	DATE 11/14/2012
CARRIER REPRESENTATIVE'S PRINTED NAME Lina Parten	TITLE Safety Manager	DRIVER LICENSE NUMBER ##### STATE Ca.

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

DATE	11/ 13 & 14/12	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
ADDRESS	7209 E. Rosecrans Ave. Paramount, Ca. 90723	FC NUMBER	227210

REMARKS

13CCR 1233.5 - Carrier shall notify the department in writing of any change address or cessation of regulated activity at any terminal. Such notification shall be made within 15 days of the change and be forwarded to:

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

Initials: LP  
Date: 11/14/12

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



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: CA3BFM000726
Inspection Date: 11/13/2012
Start: 8:05:00 AM PT End: 8:45:23 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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 #, DOS Sticker. Row 1: 1, BU, ELDO, 2005, CA, 1213757, # 17, 1N9TDABG15C084157, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 32800; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M. DELVALLE

Badge #:
AS968

Copy Received By:

Page 1 of 1



CA CA3BFM000726



# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000727  
**Inspection Date:** 11/13/2012  
**Start:** 8:47:42 AM PT **End:** 9:25:38 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**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	ELDO	2005	CA	7T80407	# 19	1N9TDABG85C084159	32,800			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
**Right**  
**Left**  
**Chamber**    C-20    C-30

**VIOLATIONS**

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
392.2	1268(f)(4) CCR		N		N	N	Emergency door sign required

**Mat:** No HM Transported.

**Placard:** No    **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 399616; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;  
 Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000727

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



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: CA3BFM000728
Inspection Date: 11/13/2012
Start: 9:32:31 AM PT End: 10:13:10 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2008, CA, 8R10208, # 1230, 1N9HDABP38C084154, 32,800

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 101284; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1;
Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000728

X [Signature]

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000729  
**Inspection Date:** 11/13/2012  
**Start:** 10:13:41 AM PT **End:** 10:47:35 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**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	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	ELDO	2008	CA	8R25158	# 1235	1N9HDABP78C084190	32,800			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
 Right  
 Left  
 Chamber    C-20    C-30

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No    **Cargo Tank:**

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 135119; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 2;  
 Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:



CA CA3BFM000729

X \_\_\_\_\_ x *MPC*

## DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000730  
**Inspection Date:** 11/13/2012  
**Start:** 10:48:20 AM PT **End:** 11:27:09 AM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC.**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** Phone#: (562)259-9911  
**MC/MX#:** Fax#:  
**State#:** 54849

**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

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

**State:**

**State:**

**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	EAGC	2002	CA	1096894	# 531	1N9TDAC872C084165	30,020			

**BRAKE ADJUSTMENTS**

**Axle #**            1            2  
 Right  
 Left  
**Chamber**    C-20    C-30

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No    **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 274234; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000730

X \_\_\_\_\_ X \_\_\_\_\_

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000731
Inspection Date: 11/13/2012
Start: 11:27:43 AM PT End: 12:17:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#:
MC/MX#:
State#: 54849
Phone#: (562)259-9911
Fax#:

Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1035367, # 529, 1N9TDAC842C084169, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 393.9, 24252(a) VC, 1, N, N, N, Required lamp(s) inoperative; Right side upper clearance lamp inop

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 293630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ / M.DELVALLE

Badge #: A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000731

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



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: CA3BFM000732
Inspection Date: 11/13/2012
Start: 12:25:00 PM PT End: 1:18:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
States#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1035366, # 528, 1N9TDAC822C084168, 30,020

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, C-20, C-30

VIOLATIONS

Table with columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 396.3A1, 1232(a), CCR /004, N, N, N, Vehicle maintenance (general): 1 of 4 fuel tank securement straps bolt loose.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 302233; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000733
Inspection Date: 11/13/2012
Start: 1:22:00 PM PT End: 1:52:24 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
7209 E. ROSECRANS AVE
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2011, CA, 11967F1, # 1397, 1FDFE4FS1BDB37595, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Route Information:

Odometer: 17146; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ / M. DELVALLE

Badge #: A8968

Copy Received By:



DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



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: CA3BFM000734
Inspection Date: 11/13/2012
Start: 1:57:55 PM PT End: 2:25:23 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

State:

State:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2005, CA, 1208742, # 7011, 1GBG5VIE15F512124, 2,200

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 73697; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:



X [Signature]

X [Signature]



# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



**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:** CA3BFM000735  
**Inspection Date:** 11/13/2012  
**Start:** 2:27:13 PM PT **End:** 2:46:03 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

MV TRANSPORTATION INC.  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** \_\_\_\_\_ **Phone#:** (562)259-9911  
**MC/MX#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_  
**State#:** 54849

**Location:** PARAMOUNT, CA  
**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	CHEV	2007	CA	8L36923	# 1183	1GBE5V1G07F411748	19,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**Plate Information:**

Odometer: 181213; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 24; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 20; Regulated Vehicle: Y;

**Placard:** No **Cargo Tank:** \_\_\_\_\_

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

X

*[Signature]*

X

*[Signature]*



CA CA3BFM000735

DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.10



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: CA3BFM000736
Inspection Date: 11/13/2012
Start: 2:45:00 PM PT End: 3:02:16 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC.
7209 E. ROSECRANS AVE.
PARAMOUNT, CA 90723

USDOT#: Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54845

Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

MilePost:
Origin: NONE
Destination: NONE

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

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, CHEV, 2007, CA, 1258476, # L-312, 1GBE4V1G87F417087, 16,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 100824; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 21; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ / M.DELVALLE

Badge #:
A8968

Copy Received By:



X [Signature]

X [Signature]

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000737  
**Inspection Date:** 11/13/2012  
**Start:** 3:02:47 PM PT **End:** 3:30:02 PM PT  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** \_\_\_\_\_ **Phone#:** (562)259-9911  
**MC/MX#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_  
**State#:** 54849

**Location:** PARAMOUNT, CA  
**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	2010	CA	1304477	# 7101	1FDFF4FS4ADB01804	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**Placard:** No **Cargo Tank:** \_\_\_\_\_

**HazMat:** No HM Transported.

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 230011; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: if a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

X *[Signature]*

X *[Signature]*



CA CA3BFM000737

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000738  
**Inspection Date:** 11/14/2012  
**Start:** 8:00:59 AM **PT** **End:** 8:54:07 AM **PT**  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723

**USDOT#:** \_\_\_\_\_ **Phone#:** (562)259-9911  
**MC/MX#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_  
**State#:** 54849

**Location:** PARAMOUNT, CA  
**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	2010	CA	1304476	# 7103	1FDFE4FS6ADB01819	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:** \_\_\_\_\_

**Special Checks:** No Data for Special Checks.

**State Information:**

Odometer: 29811; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 18; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M.DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000738

X MP

X MP

# DRIVER/VEHICLE EXAMINATION REPORT

Aspen 2.14.0.1C



**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:** CA3BFM000739  
**Inspection Date:** 11/14/2012  
**Start:** 8:54:38 AM **PT** **End:** 9:36:54 AM **PT**  
**Inspection Level:** V - Terminal  
**HM Inspection Type:** None

**MV TRANSPORTATION INC**  
 7209 E. ROSECRANS AVE.  
 PARAMOUNT, CA 90723  
**USDOT#:**  
**MC/MX#:**  
**State#:** 54849  
**Location:** PARAMOUNT, CA  
**Highway:**  
**County:** LOS ANGELES, CA

**Phone#:** (562)259-9911  
**Fax#:**

**MilePost:**  
**Origin:** NONE  
**Destination:** NONE

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

**Shipper:**  
**Bill of Lading:**  
**Cargo:**

**VEHICLE IDENTIFICATION**

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	BU	FORD	2008	CA	8Z58623	# 2014	1ED4E45S38DA29982	14,500			

**BRAKE ADJUSTMENTS**

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

**VIOLATIONS:** No Violations Were Discovered.

**HazMat:** No HM Transported.

**Placard:** No **Cargo Tank:**

**Special Checks:** No Data for Special Checks.

**Site Information:**

Odometer: 100684; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; Veh #1 Type: 09; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:  
 A. PEREZ / M. DELVALLE

Badge #:  
 A8968

Copy Received By:

Page 1 of 1



CA CA3BFM000739

**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 54849	FILE CODE NUMBER 227210	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42	

TERMINAL NAME  
**MV Transportation Inc.**

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)  
7209 E. Rosecrans Ave. Paramount, Ca. 90723

TELEPHONE NUMBER (W/AREA CODE)  
562-259-9911

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE) (IF DIFFERENT FROM ABOVE)  
4620 West America Dr. Fairfield, Ca. 94534

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)  
Same

**LICENSE, FLEET AND TERMINAL INFORMATION**

HM LIC. NO. 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- 74 II-	DRIVERS 76	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 type="checkbox"/> Yes <input checked="" 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) Lena Parten	DAY TELEPHONE NO. (W/AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/AREA CODE) 562-259-9911
EMERGENCY CONTACT (NAME) Stephen Allen	DAY TELEPHONE NO. (W/AREA CODE) 562-259-9911	NIGHT TELEPHONE NO. (W/AREA CODE) 562-259-9911

**ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [ 2009 ]**

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
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**OPERATING AUTHORITIES OR PERMITS**

UC <input type="checkbox"/> T <input type="checkbox"/> N/A	TCP <input checked="" type="checkbox"/> PSC 12064	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
JSDOT US DOT NUMBER N/A	MC <input type="checkbox"/> MX <input type="checkbox"/> N/A	MC <input type="checkbox"/> MX <input type="checkbox"/> N/A	REASON FOR INSPECTION <b>ANNUAL BUS TERMINAL INSPECTION</b>

**INSPECTION FINDINGS**

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

REQUIREMENTS	VIOL.	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 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
RIVER RECORDS		No. 14 Time 4.0	No. 12 Time 2.0	No. 14 Time 13.0	TIME n/a	TOTAL TIME 19.0
RIVER HOURS		<input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. n/a Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles 0 Units	
HAZARDOUS MATERIALS		REMARKS 13 CCR 1233 (a)(1) - Terminal Inspection is rated "SATISFACTORY" at this time.				
CONNECTING DEVICES	N/A	See attached CHP 343-1 and CHP 407F/343A - Aspen Reports				
EQUIPMENT REQUIREMENTS	3	CA3BFM000363 through CABFM000376				
HAZARDOUS MATERIALS	N/A					

INSPECTION DATE(S) 11/7, 9 & 10/2011	TIME IN 1400	TIME OUT 1500
INSPECTED BY (NAME(S)) Perez / MCS1	ID NUMBER(S) A8968	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 16), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 calendar days of the rating.

CURRENT TERMINAL RATING <b>SATISFACTORY</b>	CARRIER REPRESENTATIVE'S SIGNATURE <i>Lena Parten</i>	DATE 11/10/2011
CARRIER REPRESENTATIVE'S PRINTED NAME Lena Parten	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER STATE Ca.

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

DATE	11/7,9 & 10/2011	THIS IS A CONTINUATION OF	CHP 343
CARRIER NAME	MV Transportation Inc.	CA NUMBER	54849
	7209 E. Rosecrans Ave. Paramount, Ca. 90723	FC NUMBER	227210
REMARKS		RATING ISSUE DATE	

**CHANGE OF ADDRESS**

13 CCR 1233.5

**MOTOR CARRIERS SHALL NOTIFY THE DEPARTMENT IN WRITING OF ANY CHANGE OF ADDRESS OR CESSATION OF REGULATED ACTIVITY AT ANY OF THE CARRIER'S TERMINALS. SUCH NOTIFICATION SHALL BE MADE WITHIN 15 DAYS OF THE CHANGE AND SHALL BE FORWARDED TO:**

**CALIFORNIA HIGHWAY PATROL  
COMMERCIAL RECORDS UNIT  
P.O. BOX 942898  
SACRAMENTO, CA 94298—0001**

CARRIER REPRESENTATIVE'S INITIALS:

LR

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: CA3BFM000368
Inspection Date: 11/07/2011
Start: 1:00:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2009, CA, 1329236, 9303, 1N9MLABP79C084242, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 100678; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 36; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the
reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000368

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: CA3BFM000363
Inspection Date: 11/07/2011
Start: 8:00:00 AM PT End: 9:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2005, CA, 7T80407, C-20, 1N9TDABG15C084160, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26508(d)(2), S, 1, N, N, N, Manual device (push/pull knobs) shall be readily operable & emergency position or method of operation clearly indicated.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 315362; File Code Number: 227210; Fuel Type: D; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: PEREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000363

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: CA3BFM000364
Inspection Date: 11/07/2011
Start: 9:00:00 AM PT End: 10:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, EAGC, 2009, CA, 1329237, 9304, 1N9MLABP99C084243, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 102200; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 27; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064;
Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000364

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: CA3BFM000365
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759

Phone#: 562-259-9911

MC/MX#:

Fax#:

State#: 54849

Location: PARAMOUNT, CA

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, 1291482, 7104, 1FDFE4FSXADB01824, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Odometer: 9510; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Report Prepared By:

PEREZ

Badge #:

A8968

Copy Received By:

X

Page 1 of 1



1205759 CA CA3BFM000365

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: CA3BFM000366
Inspection Date: 11/07/2011
Start: 11:00:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: 562-259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R25159, 1236, 1N9HDABP98C084191, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26453 VC /003, S, 1, N, N, N, X-2 R/S brake push travel @ 21/8 inches. ( T-30 100 PSI)

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 86664; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
A. PEREZ

Badge #:
A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000366

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: CA3BFM000367
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV TRANSPORTATION INC
4620 WEST AMERICA DR
FAIRFIELD, CA 94534

USDOT#: 1205759 Phone#: (562)259-9911
MC/MX#: Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2008, CA, 8R25158, 1235, 1N9HDABP78C084190, 32,800

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 26453, VC /002, S, 1, N, N, N, Axle #2 left type 30 brake chamber slack adjuster push rod travel at 2 1/8". Row 2: 24252(a), VC, S, 1, N, N, N, Required lamp(s) inoperative, 1) left front headlight out.

Mat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 108540; File Code Number: 227210; Fuel Type: LPG; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Print Prepared By: EREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



1205759 CA CA3BFM000367

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: CA3BFM000369
Inspection Date: 11/07/2011
Start: 2:00:00 PM PT End: 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
Highway:
County: LOS ANGELES, CA

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

MilePost:
Origin: NONE
Destination: NONE

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2007, CA, 8H02883, 1186, 1FDXE45S07DA13797, 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: 1232(c) CCR, S, 1, N, N, N, Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 118703; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: A. PEREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000369

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: CA3BFM000370
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1096892, 525, 1N9TDAC812C084162, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Vehicle Information:

Meter: 259082; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: EREZ

Badge #: A8968

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000370

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: CA3BFM000371
Inspection Date: 11/07/2011
Start: 10:00:00 AM PT End: 11:00:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849

Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1096895, 534, 1N9TDAC862C084173, 30,020

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right, Left, Chamber C-20 C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Row 1: 1232(c) CCR, S, 1, N, N, N, Excessive oil and grease on left side of engine area.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 234630; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. Morlet

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000371

X [Signature]

X [Signature]



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: CA3BFM000372
Inspection Date: 11/07/2011
Start: 11:00:00 AM PT End: 12:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR

FAIRFIELD, CA 94534-4186

USDOT#: 01205759

Phone#: (707)863-8980

MC/MX#: 648465

Fax#:

State#: 54849

Location: PARAMOUNT, CA

Highway:

County: LOS ANGELES, CA

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Shipper:

MilePost:

Origin: NONE

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, ELDO, 2008, CA, 8R09717, 1231, 1N9HDABP58C084155, 32,800

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, Right, Left, Chamber, C-20, C-30

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Rows: 1232(c) CCR S 1 N N N Excessive oil and grease on left side of engine area. 1245(f)(3) CCR /801 1 N N N Axle #2 left side brake hoses are chaffing together. 12(a) VC S 1 N N Required lamp(s) inoperative, 1) License plate lamp out.

HazMat: No HM Transported.

Piocard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 98486; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 31; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

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Signature Of Motor Carrier X: Title: Date:

Report Prepared By:

W. MORLET

Badge #:

A13135

Copy Received By:

X LP

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01205759 CA CA3BFM000372

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: CA3BFM000373
Inspection Date: 11/07/2011
Start: 12:00:00 PM PT End: 1:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980

MC/MX#: 648465 Fax#:

State#: 54849

Location: PARAMOUNT, CA

Highway:

County: LOS ANGELES, CA

Driver:

License#: State:

Date of Birth:

CoDriver:

License#: State:

Date of Birth:

Shipper:

MilePost:

Origin: NONE

Destination: NONE

Bill of Lading:

Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Equipment ID, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, BU, FORD, 2008, CA, 8Z58623, 7014, 1FD4E45S38DA29982, 14,500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 79603; File Code Number: 227210; Fuel Type: G; WC Passenger Capacity: 2; Passenger Capacity: 16; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

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Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000373

X [Signature]

X LP

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: CA3BFM000374
Inspection Date: 11/07/2011
Start: 1:00:00 PM PT End: 2:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
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, ELDO, 2002, CA, 1035368, 530, 1N9TDAC802C084170, 30,020

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Gauge: 259810; File Code Number: 227210; Fuel Type: D; WC Passenger Capacity: 2; Passenger Capacity: 26; Bus Type: 1; Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: MORLEY

Badge #: A13135

Copy Received By: LP



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: CA3BFM000375
Inspection Date: 11/07/2011
Start: 2:00:00 PM PT End: 3:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186
USDOT#: 01205759 Phone#: (707)863-8980
MC/MX#: 648465 Fax#:
State#: 54849
Location: PARAMOUNT, CA
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, ELDO, 2003, CA, 1093943, 21369, 1N9TDACG73C084109, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Odometer: 225622; File Code Number: 227210; Fuel Type: CNG; WC Passenger Capacity: 2; Passenger Capacity: 25; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
C. MORLET

Badge #:
A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000375

X

X

LP

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: CA3BFM000376
Inspection Date: 11/07/2011
Start: 3:00:00 PM PT End: 4:00:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
4620 W AMERICA DR
FAIRFIELD, CA 94534-4186

USDOT#: 01205759 Phone#: (707)863-8980

MC/MX#: 648465 Fax#:

State#: 54849

Location: PARAMOUNT, CA

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, ELDO, 2009, CA, 1329373, 9314, 1N9MLABP19C084253, 32,000

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-20 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

Information:

Odometer: 78160; File Code Number: 227210; Fuel Type: LPG; WC Passenger Capacity: 2; Passenger Capacity: 22; Bus Type: 1;
Beat/Sub Area: S42; PUC: 12064; Veh #1 Type: 20; Regulated Vehicle: Y;

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Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. MORLET

Badge #: A13135

Copy Received By:

Page 1 of 1



01205759 CA CA3BFM000376

X [Signature]

X LP

# **Operator Training Modules**

## Operator Training Modules

- **Welcome to MV Transportation:** Introduces drivers to company mission, company history, structure, and approach to services. Describes the rewards of working for MV, incentives and awards for passenger care and safety. Overview of the basics of quality. (40 minutes)
- **The Katherine McClary Story:** Defines “accident” and emphasizes the consequences of driver inattention through the tragic story of Katie McClary, a 25-year old Duke Honor graduate and high school basketball coach who was accidentally struck and killed by a bus in North Carolina in 2004. (15 minutes)
- **The MV Transportation Professional:** Describes MV’s commitment to service and driver’s responsibility to protect MV’s values. Gives tenets of professional driving, including knowledge, skill set, and attitude. Presents the importance of presenting a professional image to MV’s passengers, including appearance and customer service. Describes the essentials of handling difficult situations. (20 minutes)
- **Hazards Communication:** Defines common industrial chemical hazards and the importance of safe handling, reading material safety data sheets, personal protective equipment, and the proper response for personal exposure to chemicals or hazardous materials, as well as spills/leaks. (20 minutes)
- **Drug and Alcohol Policies and Procedures:** Describes prohibited substances and their detrimental effects, gives an overview of the history behind government policies regarding substance abuse. Discusses occasions for DOT drug and alcohol testing, testing procedures. Presents MV’s Zero Tolerance Substance Abuse Policy. (60 minutes)
- **Fatigue Management:** Defines fatigue, sleep debt, sleep disorders, and the risks of lack of sleep. Gives guidance and tips for more effective alertness management. (25 minutes)
- **Wellness:** Discussion on the importance of maintaining a healthy lifestyle, through diet and exercise, sleep, stress management, and other healthy habits. (15 minutes)
- **Whistleblowers:** Presents Open Door Policy, OSHA’s Whistleblower Regulation, and protection under law and MV policy. (15 minutes)
- **Sexual Harassment:** Discussion on anti-discrimination law and company policies, emphasizes mutual respect, and gives guidelines for dealing with sexual harassment. (25 minutes)
- **Bloodborne Pathogens:** Provides guidelines for occupational exposure in the event of an emergency, accident, or personal exposure. Defines bloodborne pathogens and how they are transmitted. (20 minutes)
- **NTI – Warning Signs:** Discussion on system security awareness. Gives guidelines for maintaining safety of the transit system, including monitoring work areas, inspecting vehicles, identifying suspicious behavior, and emergency response procedures.
- **Map Reading:** Principles of reading maps, identifying coordinates, how to recover from getting lost. (30 minutes)
- **On the Road:** Discusses vehicle dynamics and road operations running late, running hot, fares and local requirements, gives intro to local mobile data terminal and dispatch procedures, picking up passengers, and vehicle placement – including backing up, allowing clearance, and pedestrian awareness. (30 minutes)
- **The Basics of Safety:** Defines safety, accidents, and how accidents occur. Discusses risk reduction, accident prevention, identifying unsafe behaviors that lead to accidents, and the 300:29:1 theory. (45 minutes)

# **Quality Assurance Review**



**MV TRANSPORTATION  
QUALITY ASSURANCE REVIEW**

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>HUMAN RESOURCES</b>		
			New hire process	All forms complete and signed, new hire checklist included in personnel file, all appropriate background checks complete, EIS and all forms sent to HR upon hire	
			Documentation of Applications	Applicant flow log complete and sent to corporate as required, rejected applications kept on file for two years, reason for not hiring clearly marked and those ineligible for future hire clearly noted	
			Disciplinary Actions	Warning notices issued for rule violations per handbook section 500, review last five violations, check for appropriate progression of discipline, review payroll records to confirm suspensions, payroll and training records to confirm retraining	
			Leaves of Absence	Forms submitted in timely manner and complete, maintained in personnel file. Return from LOA documented and appropriate testing and/or retraining conducted	
			Wages and pay scales	Compare payroll logs with wage scale, ensure appropriate rates and timing	
			Attendance Tracking	Review monthly attendance logs, assure point system updated and current, disciplinary action taken per handbook section 503	
			Accident and Incident Reporting and Tracking	Review files and compare to accident log, assure appropriate documentation of discipline, testing, retraining through personnel and payroll records	
			Safety Incentives	Accident-free awards granted appropriately and timely, compare versus accident log and personnel files	
			Personal and Professional Appearance	Drivers outfitted in uniform, fully equipped, office staff in professional attire, ID badges where appropriate	
			Employee Classification (FT vs. PT)	Review hours to assure employees are classified accordingly, check rolling 90-day period, benefits administered appropriately, significant gaps for part-time employees followed with return-to-duty testing documentation, retraining as necessary	
			Drug and Alcohol Testing Program Compliance	Determine appropriate personnel involved, local notification process, inclusion of all safety-sensitive employees in random pool, more than one supervisor trained in reasonable suspicion, post-accident tests conducted according to policy, return-to-duty testing conducted for LOA's, adequate documentation provided for missed tests	
			Employee Files	Review files for accuracy and completion, compare training record to payroll record and/or manifests	
			Internal Complaint Process	Open door policy in place, discussion with employees regarding process, knowledge thereof, visual inspection of posting	
			Employee Suggestion Program	Visual inspection for suggestion box, mgr. acknowledgement of suggestions, employees credited for implemented suggestions	
			Files Secured	Employee, Training, Financial and Drug Testing information kept in locked file cabinet, visual inspection, review employee access and chain of command	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Payroll Processing		Payroll approved by appropriate personnel prior to submittal to accounting, checks reviewed against submittal prior to distribution, checks distributed and signed for on appropriate pay day, hours compared to driver logs where appropriate. Operating data captured effectively. review trips sheets and compare to invoices and payroll documents, all data complete and able to be reviewed through system, GM regularly reviews op stats to identify problems	
			Data Input and Management		Invoice and expense accruals completed in timely manner, correctly, and with appropriate documentation, approved/reviewed by GM. Review current invoices to previous month's accrual	
			Month End Accrual Process		Approval by appropriate personnel, invoices input in timely manner, payables sent to corporate in timely manner, P.O. log in use to effectively track approvals and expenditures and to generate accruals, invoices coded to appropriate expense account	
			Accounts Payable		Client invoices correct and prepared according to contract and Accounting policy, credits/debits documented appropriately and submitted to accounting	
			Invoicing		Are rates used according to contract agreements, pass-through items handled appropriately, are billing units correct and according to contract	
			Leases and Contracts		Leases and vendor contracts on file, signed by appropriate personnel, increases budgeted where necessary, terms and conditions followed	
			Fixed Assets		Log current, complete and consistent with corporate info, inventory control tags affixed	
			Purchasing		Purchases made by designated personnel only, GM approval where appropriate, local authorization in compliance with policy, purchases reviewed against receipts and/or packing slips, check for P.O. on large purchases, use of national contracts according to policy	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Policy Reference	Site Review	Comments
<b>PAYROLL AND ACCOUNTING</b>						
			Use of Vendors		Vendors and prices, including national, reviewed periodically to ensure lowest costs, three estimates for amounts above thresholds, documentation of pricing agreements on file	
			Cash accounting		Cash revenues counting according to accepted procedures, in double custody or acceptance sign-off, fares reconciled daily to manifests or ridership and variances noted, deposits made by appropriate personnel other than those counting cash and in timely fashion. No use of fares for petty cash needs.	
			Financial Record Keeping		Petty cash balanced and documented correctly, reimbursements submitted in timely manner Records on file and up to date, kept neatly in Blue binder	

Acceptable	Needs Improvement	Follow-Up	Checklist Item	Site Review	Comments
<b>ADMINISTRATION &amp; ORGANIZATIONAL MANAGEMENT</b>					
			Mission and Corporate Information	Required company postings up and in visible location, in good condition and up to date, org chart up-to-date and posted	
			Awards	Location awards, local awards posted in visible location	
			Communications - Telephone	Professional office environment, employees trained in appropriate telephone answering procedures, review phone logs where available to determine wait/hold times, rings before answering, staffed adequately for customer convenience, phone system use clear to callers	
			Radio Use	Professional radio procedures utilized, 10-codes posted and used, radio checks performed in pre-trip inspection	
			Internal Documents	Employee telephone lists available only to designated personnel.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Contract Documentation	Copies of current contacts and amendments up to date, complete and on file.	
			Reporting	All required client reporting requirements met including submittal of MMR, data submittals, NTD info, and accident/incident reports; reports are professional in appearance and delivered in a timely manner.	
			Service Supply	Contractual service levels being met, revenues and service levels according to plan, resource utilization according to plan	
			Operations Performance	Performance standards, on time requirements met with appropriate response by management to maximize incentives and minimize liquidated damages. Location benchmarks maintained and posted. Review process for data entry and for calculating performance statistics	
			Passenger Complaints	Out of contact (OOC) agreements utilized and processed correctly	
			Customer service efforts	Complaint logging, tracking and resolution procedures in place and utilized effectively. Complaints analyzed for trends and actions taken. Complaints tied to individual performance and assignment of progressive discipline where appropriate. Employee commendations posted and noted in employee file	
			Public Relations	GM initiates and/or support client efforts to survey/measure public and passenger perception of service quality, analyzes survey results to identify trends related to safety and training, passenger information, etc.	
			Client Relations	Management participates in community events, organizations, groups, etc., and is visible within the transportation community as appropriate to the wishes of the client and to the requirements of the contract and establishment policy.	
			Client Relations	Contact made with client as least twice weekly, in person contact at least twice monthly. Attendance at client board meetings as required.	

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
<b>CONTRACT COMPLIANCE AND OPERATIONS</b>					
			Client Relations	Client meetings are properly documented. Meeting notes and client correspondence reflect managers awareness of service demands as well as client needs and expectations. Documents are properly followed-up, distributed and or filed as required. Manager and staff participate with client in promotional activities.	
			Client Relations	Manager promotes corporate resources and seeks opportunities to market services to both current and potential new clients. Describe most recent example of the utilization of this type of support.	
			Client Relations & Business Development		

Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Visit	Comments
			<b>FACILITIES</b>		
			Fixed Assets	Office equipment appropriate for the operation and in good repair, fixed asset list up to date, assets tagged. Disposal procedures in place	
			Facility Condition	Facility in good repair and well cleaned, process in place for identification of problems (weekly walk-through, etc.), lot clear of debris and spills Yard, Fencing, walls, and outdoor equipment (fuel tanks, etc.) in good repair and protected from hazards.	
				Lighting in the yard and external walkways is adequate, safety hazards clearly identified, review worker's comp claims and incident reports	
			Vehicle Security	Vehicles parked and locked appropriately, vaults turned in per local policy, key control procedures in effect	
			Facility Security	Property/yard gates appropriately constructed; open, close and locked properly. Keys issued appropriately and documented. Auto codes assigned where appropriate, kept confidential and used only by designated personnel	
				Building/entry doors and windows appropriately constructed to provide effective facility security. Keys issued appropriately.	
				Doors/windows to interior offices which must be secured are appropriately constructed.	
				Keys issued appropriately and documented.	
				Bulletin boards maintained professionally, checked for outdated material and material not authorized to be posted.	
			Corporate Information		
			Maintenance Shop	Shop office and work areas orderly and neat with tools stored and secure when not in use.	
				Equipment permits current and posted (list required equipment permits)	
				Storm water runoff procedures are administered and documented effectively.	
				Water recovery system (e.g. clarifier, etc.) utilized for wash water runoff.	
				Check Fire Extinguishers for current inspection	
				Tag	
				Proper use of Safety glasses by maintenance personnel	
				Shop equipment, grinders, jack stands lifts inspected regularly	
				for proper operation and condition	

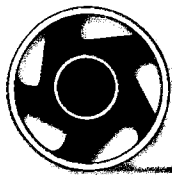
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>SAFETY AND TRAINING</b>		
			Training Staff	Trainers (staff and BTW) fully qualified and authorized listed appropriately in accounting and personnel documents, hiring process and qualifications documented, training provided and documented	
				Training personnel properly uniformed.	
				Location training program complies with the MV Transportation training manual as well as contractual and/or proposal requirements.	
			Training Program	Training materials complete, up to date, and in good condition (videos, poster, books, etc.)	
				Training room and/or other training facilities clean, neat, and conducive to professional instruction.	
				Ride-checks conducted according to policy. included in performance reviews, pull-ins and pull-outs monitored regularly, retraining conducted according to schedule and need, documented appropriately	
			Monitoring	Accidents documented appropriately, files forwarded to corporate, disciplinary action taken where appropriate, post-accident testing conducted according to policy. Accident trends analyzed and incorporated into training program	
				Top ten safety strategies effectively implemented.	
			Safety Program	Review current safety incentive program, timeliness of awards, employee postings and recognition	
				Safety board (computerized program) utilized and up to date.	
				Safety posters and related items are used effectively, changed regularly	
				Facility Safety inspections conducted regularly, problems documented and corrected in a timely manner, review last two inspections	
				Safety meetings held monthly, agenda and notes kept, forwarded to director of Safety (check last 2 months)	
				Review safety tracker for expiration dates of various certs.	
				Review cert. Book (pull notices, etc all current)	
				OSHA log up to date (includes light duty report)	
				Recruitment methods documented and tracked for cost effectiveness, best practices identified and expanded on.	
			Recruiting		



Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>MAINTENANCE</b>		
			Inventory	Parts room properly stocked and organized. Inventory appears appropriate for the operation. Inventory sufficient and not excessive.	
			Daily Vehicle Inspections	Inventory Value DVs reviewed daily, defects noted on work orders; all safety corrected; work order number noted on each DVI with defect; copied distributed and maintained for 30 days. Work orders complete, current, and filed appropriately.	
			Documentation	Garage Keeper program utilized effectively. Vehicle status board or other computerized tracking system utilized to monitor PMI scheduling. No overdue PMIs?	
			Maintenance Tracking	State or other required inspections performed timely and documentation maintained appropriately.	
			Inspections	Material Safety Data sheets current and complete.	
			Regulatory	IMV Transportation maintenance audit last conducted _____. Attach copy of documentation.	
			Shop Audit	Vehicle acceptance procedures followed and documented per policy.	
			Training	Maintenance Staff has all applicable certifications.	
			Scheduling	Maintenance schedules are meeting divisions needs.	
			Budget	Staffing levels are meeting budget. Monthly safety meeting minutes signed by all techs and filed.	
			Safety	Audit Environmental file for copies of manifests for proper disposal of waste oil, filters etc and any other related environmental issues for compliance of state and federal epa laws.	
			Environmental	Facilities which have fuel tanks must have records of daily reconciliation for usage.	
			Fuel	Daily log of fluid checks.	
				Vehicle condition acceptable. Check for body damage, paint condition, decals, wheel and tire condition, windows, seats, floors, etc. Complete and attach separate vehicle condition inspection form for 10% of the fleet or 4 vehicles, whichever is greater.	
			Fleet	Exterior signage correct and in good condition. Check for vehicle #, service name, CA#, etc.	

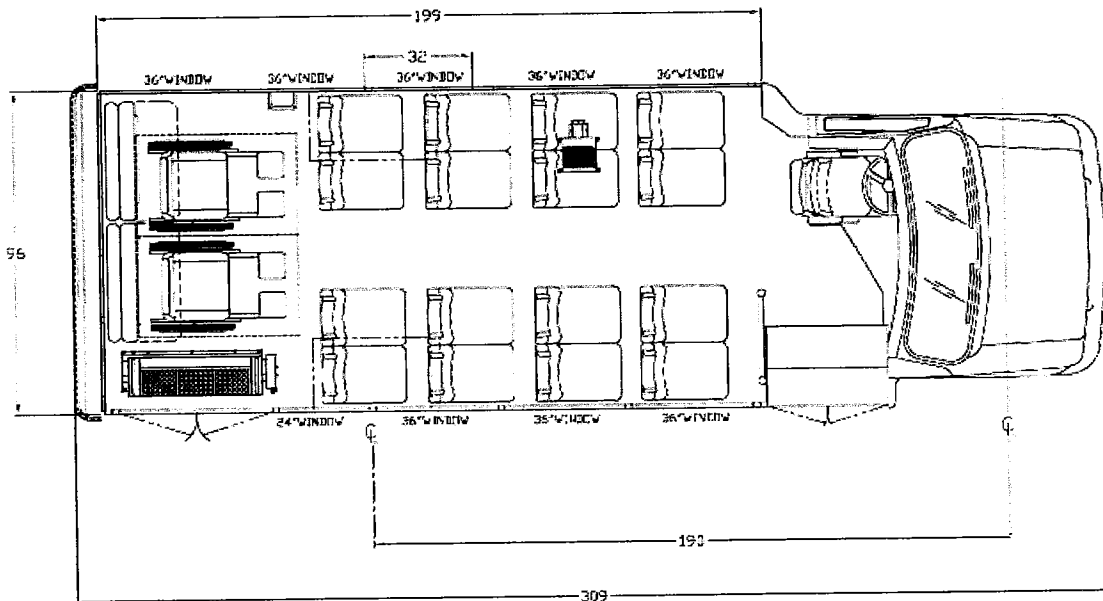
Acceptable	Needs Attention	Follow-Up	Checklist Item	Site Review	Comments
			<b>MAINTENANCE</b>		
				Vehicle cleaning plan and scheduling appropriate to maintain professional appearance and to comply with contractual requirements.	
				Random check of tire condition and fluid levels.	
				Vehicle inventory current and accurate.	
			Fixed Assets Management	Reviewed monthly upon receipt from RSM.	
				License plates/tags current and up to date on the vehicle inventory listing.	

# Vehicles



Creative Bus Sales

3/24/2014



2014 STARCRAFT ALLSTAR 25 ADA SHUTTLE BUS

- 20 SEATED PASSENGERS OR 16 W/2 WHEELCHAIRS

NEW FORD E450 SUPERDUTY CHASSIS

6.8L V10 GASOLINE ENGINE

FIVE SPEED AUTOMATIC TRANSMISSION

225 AMP FORD OEM ALTERNATOR

NON SLIP TRANSIT FLOORING ON ENTIRE FLOOR  
TA SUPER FORD 86,000 BTU WITH DUAL COMPRESSORS  
DOOR ACTIVATED INTERIOR LIGHTS  
HOT WATER HEATER, 35K BTU  
DELUXE AM/FM CD WITH 4 SPEAKERS  
PA SYSTEM WITH GOOSENECK MICROPHONE  
PASSENGER DOOR-ELECTRIC  
DOUBLE WHEELCHAIR DOORS  
BRAUN OR RICON WHEELCHAIR LIFT 34" X 54" PLATFORM  
INTERMOTIVE FAST IDLE WITH INTERLOCK  
Q'STRAIT 820L MAX RETRACT WHEELCHAIR TIE DOWN (2)  
PRIORITY SEATING SIGN  
WHEELCHAIR DECAL  
BACK UP ALARM  
CEILING GRAB RAIL (EACH) (2)  
1 1/4" GRAB RAIL PARALLEL TO ENTRANCE  
STANCHION AND MODESTY PANEL  
DRIVER SEAT HIGH BACK, RECLINER, ARMREST  
DRIVER SEAT COVER-LEVEL 1 NEWPORT  
MID HIGH DOUBLE SEAT (8)  
MID HIGH DOUBLE FLIP SEAT (2)  
LOW BACK SINGLE FLIP SEAT (1)  
SEAT COVER-LEVEL 1 NEWPORT VINYL  
ANTI VANDAL GRAB HANDLE BLACK EACH (8)  
PASSENGER LAP BELTS (20)  
STOP REQUEST SYSTEM WITH LIGHT  
FIRE EXTINGUISHER  
TRIANGLE FLARE KIT  
16 UNIT FIRST AID KIT  
FORD CPA DISCOUNT  
EXTERIOR GRAPHICS ALLOWANCE OF \$600  
DIAMOND NV FAREBOX WITH SPARE VAULT & HANDRAIL  
FORD MOBILITY DISCOUNT

**OPTION**

CNG CONVERSION-40 GGE CAPACITY

**Air Conditioning  
Preventive Maintenance  
Inspection Checklist**



## Maintenance Inspection Schedule

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season																				
<b>Refrigerant/Heating</b>																							
1. Check refrigerant charge. <ul style="list-style-type: none"> <li>• Make sure discharge pressure is 150 psi on R-134A systems and 250 psi on R-22 and R407C systems</li> <li>• The ball in the top receiver tan sight glass should be floating and the liquid line sight glass (if equipped) should be full and clear – no bubbles.</li> </ul> Charge OK ___ Needs charging ___ <b>NOTE: Refer to Service Bulletin No. 392-2.</b>	X	X	X																				
2. Visually check refrigerant hoses and tubing for signs of deterioration or chafing. Hoses and tubing OK _____ Hose and/or tubing needs replacement. Specify which one. _____	X	X	X																				
3. Visually inspect for leaks of refrigerant and oil. No leaks _____ Leaks detected _____	X	X	X																				
4. Check dry eye in the bottom receiver tank sight glass and/or liquid line sight glass for moisture content.	X	X	X																				
5. Install service gauge manifold set. Record operating pressures, temperature, and suction line condition. <table style="width: 100%; margin-left: 20px;"> <tr> <td></td> <td style="text-align: center;">Fast Idle</td> <td style="text-align: center;">Full Throttle</td> <td></td> </tr> <tr> <td>Suction</td> <td style="text-align: center;">_____ PSIG</td> <td style="text-align: center;">_____ PSIG</td> <td></td> </tr> <tr> <td>Discharge</td> <td style="text-align: center;">_____ PSIG</td> <td style="text-align: center;">_____ PSIG</td> <td></td> </tr> <tr> <td>Ambient</td> <td style="text-align: center;">_____ F</td> <td style="text-align: center;">_____ suction line</td> <td></td> </tr> <tr> <td>Return Air</td> <td style="text-align: center;">_____ F</td> <td></td> <td></td> </tr> </table>		Fast Idle	Full Throttle		Suction	_____ PSIG	_____ PSIG		Discharge	_____ PSIG	_____ PSIG		Ambient	_____ F	_____ suction line		Return Air	_____ F					X
	Fast Idle	Full Throttle																					
Suction	_____ PSIG	_____ PSIG																					
Discharge	_____ PSIG	_____ PSIG																					
Ambient	_____ F	_____ suction line																					
Return Air	_____ F																						
6. Check evaporator pressure regulator (EPR) valve operation. <table style="width: 100%; margin-left: 20px;"> <tr> <td>R134A</td> <td style="text-align: center;">32 psig (138 kPa)</td> <td></td> </tr> <tr> <td>R407C &amp; R22</td> <td style="text-align: center;">52 psig (276 kPa)</td> <td style="text-align: center;">-</td> </tr> <tr> <td>_____ psig</td> <td></td> <td></td> </tr> </table>	R134A	32 psig (138 kPa)		R407C & R22	52 psig (276 kPa)	-	_____ psig					X											
R134A	32 psig (138 kPa)																						
R407C & R22	52 psig (276 kPa)	-																					
_____ psig																							
7. Replace liquid line dehydrator a minimum of once a year or any time the system opened.			X																				
8. Check hot water control (coolant) valve operation. OK _____ Repair or Replace _____			X																				



## Maintenance Inspection Schedule Continued

Procedures Refrigerant/Heating	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
9. Visually inspect clutch armature for wear and overheating caused by slippage.	X	X	X
10. Visually inspect compressor drive belts for excessive wear, tension and alignment.	X	X	X
11. Check compressor oil level and color (1/2 sight glass) after 15 min. operation.	X	X	X
12. Steam Clean compressor and clutch.			X
13. Check clutch coil resistance and voltage. Record voltage at clutch. _____ vdc. Record resistance of coil. _____ ohms. Refer to specifications.			X
14. Check clutch air gap. 0.045 +/- .005 (1.143 +/- .127 mm) and surface flatness. Air gap OK _____ Adjusted air gap _____		X	X
15. Lubricate clutch bearing (Exxon Unirex N2).			X
16. Check compressor oil for acidity. (Oil samples) Safe _____ Marginal _____ Acidic _____			X
17. Check compressor efficiency. <i>NOTE: This procedure checks the piston reeds and discharge valve plate reeds for leakage. Refer to the appropriate maintenance manual for instructions on how to perform this procedure.</i> OK _____ Replace or rebuild compressor _____			X





## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
19. Record oil pump pressure at 1000rpm's (compressor). Pressure from oil pump port (OP) _____ psig Suction pressure (SP) _____ psig Net compressor oil pressure (NOP) _____ psig <b>NOTE: OP minus SP equals NOP.</b>			X
<b>Electrical</b>			
20. Check thermostat cycle sequence on all models (e.g., cool/vent, cool/reheat, and vent/heat OK _____ Diagnose thermostat/unit _____			X
21. Check 120/125 ampere batteryless alternator excitation voltage _____ V dc and voltage output _____ and inspect brushes and bearings. (if equipped) <b>120 Amp Alternator</b> <b>125 Amp Alternator</b> Excitation voltage      Excitation voltage 8-30 V dc – determined    12 V dc bus 9-15 V dc at control box              24 V dc bus 18-30 V dc for 12 & 24 V dc buses. <b>Output Voltage</b> <b>Output Voltage</b> 27-30 V dc at fast idle    22-28 V dc at fast idle			X
22. Visually check alternator belt wear, alignment and tension. Condition OK _____ Replace _____ Alignment OK _____ Adjusted _____ Tension OK _____ Adjusted _____	X	X	X
23. Clean alternator, check for signs of corrosion, and check wire connections.			X
24. Inspect evaporator/heater blower motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's    V dc _____ Amps _____	Semi-Annually		
25. Inspect condenser fan motor brushes, commutator, bearings, speed, voltage, and amperes. Brushes _____ OK _____ Replace _____ Commutator _____ OK _____ Replace _____ Bearings _____ OK _____ Replace _____ Speed _____ Rpm's    V dc _____ Amps _____	Semi-Annually		



## Maintenance Inspection Schedule Continued

Procedures	Monthly 6,000 Miles	Quarterly 18,000 Miles	Annually Pre-Season
26. Clean control panel area/return air sensor.			X
27. Check boost pump motor (OEM supplied) operation, voltage, and inspect brushes. Voltage _____ Vdc Brushes _____ OK      Replace _____ Operation _____ OK      Replace motor _____			X
28. Check evaporator anti-freeze thermostat operation. If applicable. Opens at _____ F      Closes at _____ F			X
29. Inspect all wires and terminals for damage or corrosion.			X
30. Check condenser pressure switch (CPS)/ condense motor high and low speed operation. CPS opens at _____ psig CPS closes at _____ psig			X
<b>Structural</b>			
31. Inspect condenser coil for cleanliness.	X	X	X
32. Inspect evaporator coil for cleanliness.	X	X	X
33. Visually inspect the outer areas of the unit for loose, damaged or broken parts. OK _____ Make repairs _____ Specific defect _____	X	X	X
34. Clean or replace return air filter. (more frequently if necessary).	X	X	X
35. Clean condenser and evaporator drains. Make sure that the evaporator drain hose check valves (kazoos) are in place and in good condition.			X
36. Lubricate evaporator fanshaft bearings (Shell Alvania EP 2) Twice a year.			X
37. Visually check the engine coolant hoses and hose clamp condition on heater coil system.			X
38. Clean condenser and evaporator coils.			X
39. Check engine coolant for anti-freeze protection down to -30 F (-34 C) to prevent heater coil freeze up. Anti-freeze protection _____ F.			X



## Maintenance Inspection Schedule Continued

<b>Procedures</b>	<b>Monthly 6,000 Miles</b>	<b>Quarterly 18,000 Miles</b>	<b>Annually Pre-Season</b>
40. Tighten all compressor, unit and fan motor mounting bolts and brackets (more frequently if necessary).			X
41. Check condenser air seals and air deflector, if applicable.			X
42. Visually check evaporator blower shaft coupling adjustment and alignment.			X

**Bid Detail Information****Bid Number :** PW-ASD914**Bid Title :** Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services (2014-PA016)**Bid Type :** Service**Department :** Public Works**Commodity :** BUS - TRANSIT (COACH-MINI) CONVENTIONAL**Open Date :** 3/7/2014**Closing Date :** 4/2/2014 5:30 PM**Bid Amount :** \$ 387,525**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Florence-Firestone/Walnut Park and Baldwin Hills Shuttle Services (2014-PA016). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total contract amount of this service is estimated to be \$387,525. 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](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/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 the following minimum number of years of experience using the listed vehicles to provide the same or similar type of fixed route services for governmental or social service agency(ies):

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

2. Proposer's Project Manager must have the following minimum number of years of experience managing the same or similar type of fixed route services for governmental or social service agency(ies) using the listed vehicles:

- Three years of experience in propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

Please use Form PW-20, Proposer's Compliance with the Minimum Requirements of the RFP. Subcontracting is not allowed to meet this requirement.

3. Proposer or its subcontractor's Maintenance Manager must have the following minimum number of years of experience in maintaining the same or similar fleets of the following transit vehicles:

- Three years of experience in maintaining propane-powered, heavy-duty, low floor, 29 feet or longer transit buses.

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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

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.) Subcontracting is not allowed to meet this requirement.

7. Proposer or its subcontractor must submit copies of all National Institute for Automotive Service Excellence (ASE) certification in H-4 ASE Transit Bus Brake Test for all maintenance personnel identified; or Proposer must submit an affirmative statement that all of Proposer's maintenance personnel assigned to this contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test. (Please use Form PW-21, Proposer's Compliance with the Certification/Licensing Requirements of the RFP.)

8. Proposer or its subcontractor 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 Tuesday, March 18, 2014, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. 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, we may not be able to respond to further requests for information.

The deadline to submit proposals is Wednesday, April 2, 2014, at 5:30 p.m. Please direct your questions to Mr. Fong at (626) 458-4077.

**Contact Name :** Eric Fong

**Contact Phone# :** (626) 458-4077

**Contact Email :** [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov)

**Last Changed On :** 3/7/2014 10:15:30 AM

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