



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE

April 09, 2024

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:

SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a services contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services in the unincorporated County communities of Athens and Lennox.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$5,716,706.

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his 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, it is in the best interest of the County to do so.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services to the residents in the unincorporated County areas of Athens and Lennox. These services will provide residents in these areas with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas at a low-cost fare of \$0.25, or free for seniors, persons with disabilities, and children under age 5, as shown in Enclosure A. In addition, these services also accept Metro and regional EZ passes.

The potential contract sum also includes funds for the cost of major vehicle repair, graphics, and automated transit vehicle system devices, including vehicle locators, Transit Access Pass card validators, video camera equipment, and automated passenger counters to County-provided service vehicles in accordance with the contract.

In 2011, Public Works developed the community shuttle services for the highly transit dependent Athens and Lennox communities to enhance local residents' access to transit services. These transit services improve the mobility options and quality of life for County residents and visitors to the Athens and Lennox areas.

The current contract will be extended for a maximum of 6 months with a final expiration date of August 29, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of Our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy II.3, Make Environmental Sustainability Our Daily Reality, Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that Improves Mobility, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

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

The sum for the initial term is \$900,114.

The sum for the first option term is \$910,806.

The sum for the second option term is \$937,074.

The sum for the third option term is \$963,012.

The sum for the fourth and final option term is \$990,666.

The sum for the month-to-month option to extend up to 6 months is \$495,333.

The maximum potential contract sum is \$5,716,706 for the maximum contract period of 66 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. The total maximum potential contract sum includes major vehicle repair; graphics; automated transit vehicle system devices, including vehicle locators, Transit Access Pass card validators, video camera equipment, and automated passenger counters to County-provided service vehicles; and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Sufficient funding for these services is included in the Second Supervisorial Districts Proposition A Local Return Transit Program in the Transit Operations Fund (CP6-Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, MV Transportation, Inc., is located in Dallas, Texas, with a local office in Vacaville, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the 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. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding.

County Counsel has approved the recommended contract, which has been executed by MV Transportation, Inc. (Enclosure B). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

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

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

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

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

In 2016, 2019, and 2021, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter) and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed all registered 1,658 Local Small Business Enterprises, 192 Disabled Veteran Business Enterprises, 189 Social Enterprises, 889 Community Business Enterprises, 102 independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2016 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On June 12, 2023, Public Works issued an Invitation for Bids soliciting bids from the nine responsive and responsible vendors on the Qualified Contractors List.

On July 24, 2023, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible contractor, MV Transportation, Inc., located in Dallas, Texas, with a local office in Vacaville, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

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 this contract will continue the services without disruption to the public and 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 Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:EM:ta

Enclosures

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

ENCLOSURE

April 9, 2024

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES IN THE
UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

This Board letter has large enclosures.
Click on link to access:

[2024.04.09 Athens and Lennox \(FTP Large Enc\) \(Rev 2\)](#)

Athens Shuttle/ Microbús

Shuttle Stop/ Parada de Microbús

Departure Time/
Hora de Salida

- 120th Street – Western Ave :00 :30
- Crenshaw Blvd – Imperial Highway :05 :35
- 108th Street – Denker Ave :10 :40
- Vermont Ave – Metro Station :20 :50
- 120th Street – Western Ave :25 :55

Service every 30 minutes/Servicio cada 30 minutos

BUSES OPERATE MONDAY TO SATURDAY

Except for the following holidays:

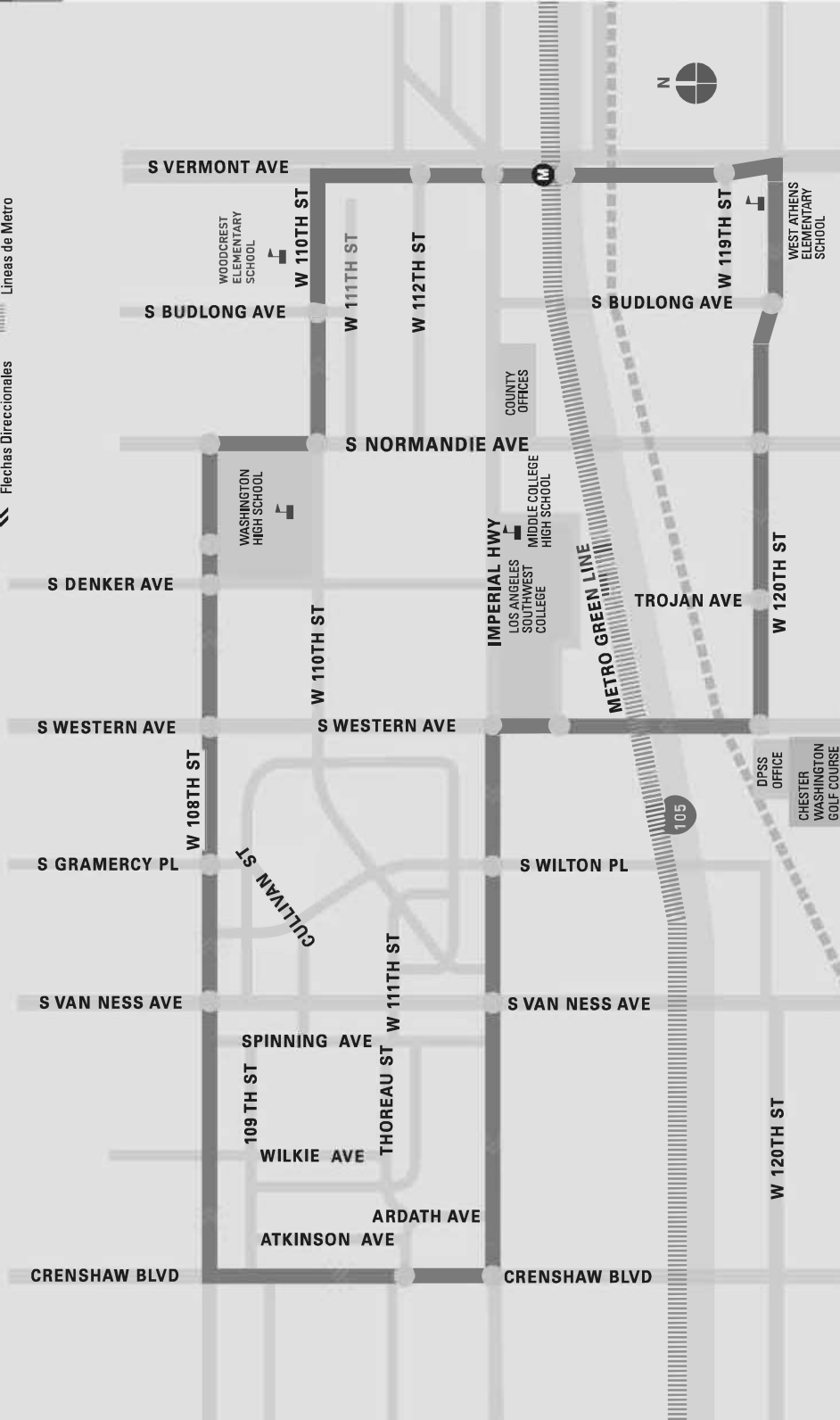
- New Year's
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

SE PROVEE SERVICIO DE LUNES A SÁBADO

No hay servicio en los siguientes días festivos:

- Año Nuevo
- Día Comemorativo
- Día de Independencia
- Día de Trabajo
- Día de Acción de Gracias
- Día de Navidad

- Bus Stop/
Parada de Microbús
- ◀ Directional Arrows/
Flechas Direccionales
- Ⓜ Station/Estación
- ▨ Metro Rail Lines/
Lineas de Metro



ENCLOSURE A

Lennox Shuttle / Microbús

Shuttle Stop /
Parada de Microbus

Departure Time /
Hora de Salida

- Lennox - Firmona :00 :30
- 111th - Metro Station :05 :35
- Freeman - 104th :10 :40
- Myrtle - Hardy :15 :45
- 104th - Mansel :20 :50
- Lennox - Condon :25 :55

Service every 30 minutes / Servicio cada 30 minutos

BUSES OPERATE MONDAY TO SATURDAY

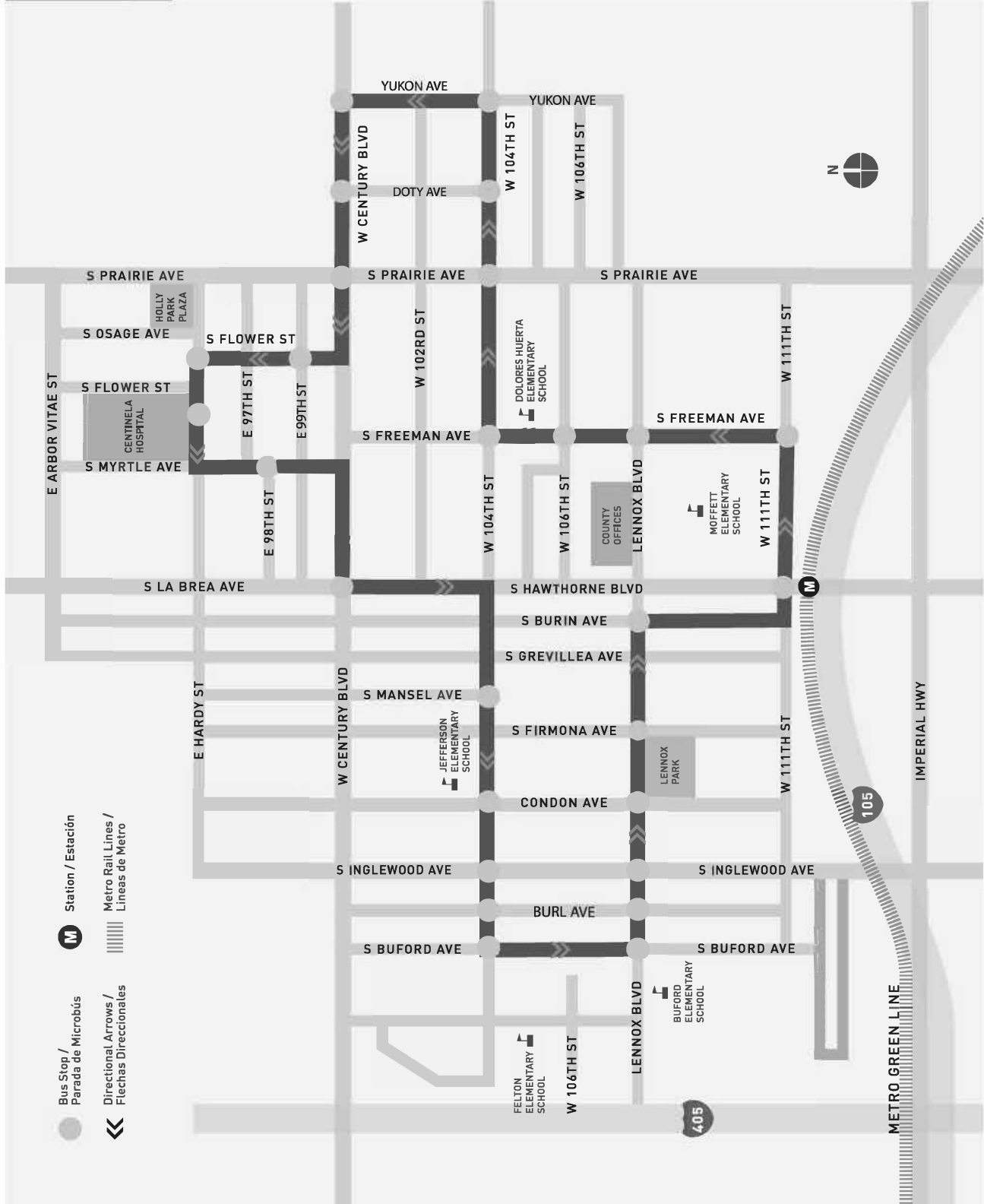
Except for the following holidays:

- New Year's
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

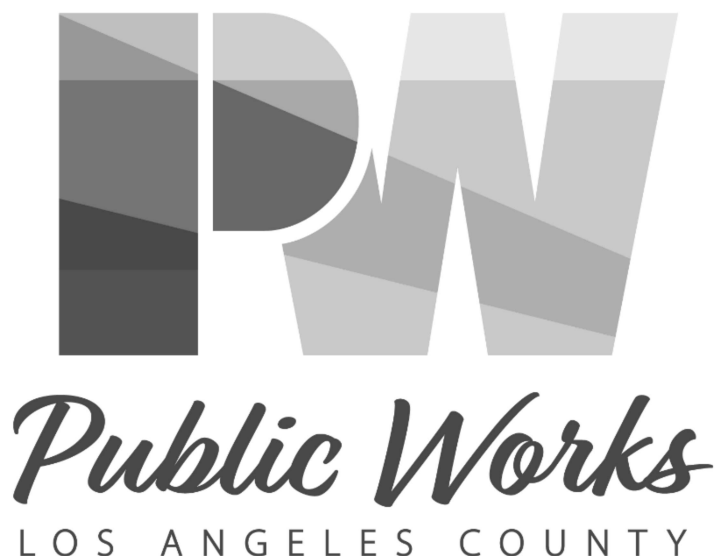
SE PROVEE SERVICIO DE LUNES A SÁBADO

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



Agreement



BY AND BETWEEN

LOS ANGELES COUNTY
PUBLIC WORKS

AND

MV TRANSPORTATION, INC.

FOR

ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES
(BRC0000435)

79536

TABLE OF CONTENTS

AGREEMENT FOR

ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

	PAGE
AGREEMENT	1-4
EXHIBIT A.1 Scope of Work	A.1-54
EXHIBIT A.2 Intentionally Omitted	
EXHIBIT A.3 Schedule of Prices	1-6
EXHIBIT A.4 Staffing Plan and Cost Methodology	1-5
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation	B.4
C. Authorization Warranty	B.5
D. Budget Reduction	B.5
E. Complaints	B.5
F. Compliance with Applicable Laws	B.6
G. Compliance with Civil Rights Laws	B.6
H. Confidentiality.....	B.7
I. Conflict of Interest	B.8
J. Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List	B.8
K. Consideration of Hiring GAIN and GROW Participants.....	B.9
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.9
M. Contractor's Charitable Activities Compliance	B.9
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.10
O. County's Quality Assurance Plan	B.10
P. Damage to County Facilities, Buildings, or Grounds	B.10
Q. Employment Eligibility Verification	B.11
R. Counterparts and Electronic Signatures and Representations.....	B.11
S. Fair Labor Standards	B.11
T. Force Majeure.....	B.12
U. Governing Laws, Jurisdiction, and Venue.....	B.12
V. Most Favored Public Entity.....	B.12
W. Nondiscrimination and Affirmative Action.....	B.13
X. Nonexclusivity.....	B.14
Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract.....	B.14

	Z.	Notice of Delays.....	B.14
	AA.	Notice of Disputes.....	B.14
	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.15
	CC.	Notices.....	B.15
	DD.	Publicity.....	B.15
	EE.	Public Records Act.....	B.16
	FF.	Record Retention and Inspection/Audit Settlement.....	B.16
	GG.	Recycled-Content Paper Products.....	B.18
	HH.	Contractor's Employee Criminal Background Investigation.....	B.18
	II.	Subcontracting.....	B.19
	JJ.	Validity.....	B.20
	KK.	Waiver.....	B.20
	LL.	Warranty Against Contingent Fees.....	B.20
	MM.	Time Off for Voting.....	B.20
	NN.	Local Small Business Enterprise Utilization.....	B.21
	OO.	Compliance with County's Zero Tolerance Human Trafficking.....	B.21
	PP.	Method of Payment and Required Information.....	B.22
	QQ.	Compliance with Fair Chance Employment Practices.....	B.22
	RR.	Compliance with the County Policy of Equity.....	B.23
	SS.	Contractor Independence.....	B.23
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.24
	B.	Termination/Suspension for Convenience	B.24
	C.	Termination/Suspension for Default	B.25
	D.	Termination/Suspension for Improper Consideration	B.26
	E.	Termination/Suspension for Insolvency	B.26
	F.	Termination/Suspension for Nonadherence to County Lobbyists Ordinance	B.27
	G.	Termination/Suspension for Nonappropriation of Funds	B.27
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.28
	B.	Cooperation	B.28
	C.	Cooperation and Collateral Work	B.28
	D.	Equipment, Labor, Supervision, and Materials	B.28
	E.	Gratuitous Work	B.28
	F.	Jobsite Safety	B.28
	G.	Labor	B.29
	H.	Labor Law Compliance	B.29
	I.	Overtime	B.29
	J.	Permits/Licenses	B.29
	K.	Prohibition Against Use of Child Labor	B.29
	L.	Public Convenience	B.30
	M.	Public Safety	B.30
	N.	Quality of Work	B.30
	O.	Quantities of Work	B.30
	P.	Safety Requirements	B.30

	Q.	Storage of Materials and Equipment	B.31
	R.	Transportation	B.31
	S.	Work Area Controls =	B.31
	T.	CARD.....	B.31
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.32
	B.	Indemnification	B.32
	C.	Workplace Safety Indemnification	B.32
	D.	General Insurance Requirements	B.33
	E.	Compensation for County Costs	B.37
	F.	Insurance Coverage Requirements	B.37
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor	B.39
	B.	Chapter 2.202 of the County Code.....	B.39
	C.	Nonresponsible Contractor	B.39
	D.	Contractor Hearing Board	B.39
	E.	Subcontractors of Contractor	B.40
	F.	Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government.....	B.41
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program	B.42
	B.	Written Employee Jury Service Policy	B.42
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.44
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.44
Section 9		Compliance with County's Living Wage Program	
	A.	Living Wage Program.....	B.45
	B.	Payment of Living Wage Rates.....	B.45
	C.	Contractor's Submittal of Certified Monitoring Reports.....	B.46
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.....	B.46
	E.	County Auditing of Contractor Records.....	B.47
	F.	Notifications to Employees.....	B.47
	G.	Enforcement and Remedies.....	B.47
	H.	Use of Full-Time Employees.....	B.49
	I.	Contractor Retaliation Prohibited.....	B.49
	J.	Contractor Standards.....	B.50
	K.	Neutrality in Labor Relations.....	B.50
Section 10		Social Enterprise Preference Program.....	B.51
Section 11		Local Small Business Enterprise Preference Program.....	B.52
Section 12		Compliance with County's Defaulted Property Tax Reduction Program.....	B.53
Section 13		Disabled Veteran Business Enterprise Preference Program.....	B.54
Section 14		Displaced Transit Employee Program.....	B.55

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Defaulted Property Tax Reduction Program
EXHIBIT F.1A	Performance Requirements Summary
EXHIBIT G.1	Service Map, Schedule, and Fare
EXHIBIT H.1	County-Provided Service Vehicle Specifications
EXHIBIT I.1	Contractor-Provided Service Vehicle Requirements
EXHIBIT J.1	Service Vehicle Appearance/Cleanliness Checklist
EXHIBIT K.1	Driver's Daily Vehicle Report
EXHIBIT L.1	Vehicle Collision or Incident Report
EXHIBIT M.1	Preventive Maintenance
EXHIBIT N.1	Terminal Manager's Compliance Checklist
EXHIBIT O.1	Controlled Substance and Alcohol Testing Program
EXHIBIT P.1	Transit Security Plan
EXHIBIT Q.1	MR-20 Monthly Ridership Form
EXHIBIT R.1	Intentionally Omitted
EXHIBIT S	Bid Submission Instructions

AGREEMENT FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

THIS AGREEMENT, made and entered into this 9th day of April, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and MV TRANSPORTATION, INC., a California Corporation, located at 2711 North Haskell Avenue, Suite 1500 LB-2, Dallas, TX 75204, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 24, 2023, hereby agrees to provide services as described in this Contract for Athens and Lennox Shuttle Services.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Intentionally Omitted; Exhibit A.3, Schedule of Prices; Exhibit A.4, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1.A, Performance Requirements Summary; Exhibit G.1, Service Map, Schedule, and Fare; Exhibit H.1, County-Provided Service Vehicle Specifications; Exhibit I.1, Contractor-Provided Service Vehicle Requirements; Exhibit J.1, Service Vehicle Appearance/Cleanliness Checklist; Exhibit K.1, Driver's Daily Vehicle Report; Exhibit L.1, Vehicle Collision or Incident Form; Exhibit M.1, Preventive Maintenance; Exhibit N.1, Terminal Manager's Compliance Checklist; Exhibit O.1, Controlled Substance and Alcohol Testing Program; Exhibit P.1, Transit Security Plan; Exhibit Q.1, MR-20 Monthly Ridership Form; Exhibit R.1, Intentionally Omitted; and Exhibit S, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ) including Exhibits thereto; Addenda to the RFSQ, and the Invitation for Bids and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.6, an amount not to exceed the maximum potential contract sum of \$5,197,005 for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$900,114; the sum for the first optional term is \$910,806; the sum for the second optional term is \$937,074; the sum for the third optional term is \$963,012; the sum for the fourth and final optional term is \$990,666; and a month-to-month extension up to 6 months at the PW-2.5 rates for \$82,556, not to exceed \$495,333.

FOURTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval. The COUNTY shall have the sole option to renew this Contract

79536

term for up to four additional 1-year period and six month-to-month extension, for a maximum total Contract term of 5 years and 6 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2.1 – PW-2.6, 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:

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

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

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

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

Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

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

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

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

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

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

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

//
//
//

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



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
County of Los Angeles

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

57 April 9, 2024

By _____
Deputy

[Signature]
JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

79536

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

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

By [Signature]
Deputy

JEFF LEVINSON
Interim Executive Officer
Clerk of the Board of Supervisors

Margaret Ambrose

Type/Print Name

By _____
Deputy

MV TRANSPORTATION, INC.

By [Signature]
Its President

Kevin Klika

Type/Print Name

By [Signature]
Its Secretary CFO

Jamie Pierson

Type/Print Name

State of Texas

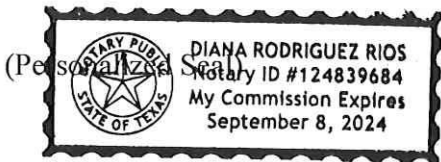
County of Dallas

Before me, on this day personally appeared Kevin Klika, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of December 2023.

Diana R. Rios

Notary Public Signature



State of Texas

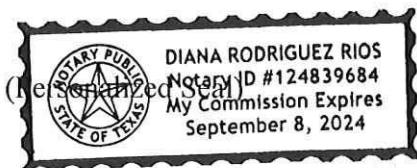
County of Dallas

Before me, on this day personally appeared Jamie Pierson, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of December 2023.

Diana R. Rios

Notary Public Signature



SCOPE OF WORK

ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES

A. Public Works Contract Manager

Public Works' Contract Manager will be Ms. Sandra Arreguin of Transportation Planning and Programs Division who may be contacted at (626) 458-5914 or sarreguin@pw.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 the Contract Manager.

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
- Irmias Youth Activity Center
- Food 4 Less Shopping Center
- Crenshaw Imperial Shopping Plaza
- Burlington Coat Factory Shopping Center
- Rite Aid Pharmacy Shopping Center
- Metro Rail Green Line Vermont Station

See Exhibit G.1, (Service Map, 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
- COSTCO Store
- Century Plaza Shopping Center
- Centinela Hospital
- Metro Rail Green Line Hawthorne Station

See Exhibit G.1, (Service Map, Schedule, and Fare) for shuttle routes.

C. Request of Work from Contractor

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

D. Contract Cost

All services required in this Exhibit A.1 (Supplemental), Scope of Work, shall be included in the price quoted by the Contractor in Forms PW-2.1 through PW-2.6, Schedule of Prices, unless stated otherwise in the Contract.

E. Work Description

This work to be accomplished under these specifications shall be the 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.1, 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.

F. Routes, Frequency, Hours, and Days of Service

1. Service

Service routes, frequency, and days of operation shall be as specified in Exhibit G.1, Service Map, Schedule, and Fare.

In addition, for the Athens Shuttle and Lennox Shuttle Services 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.1, Service Map, 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 the appropriate Form PW-2, Schedule of Prices, (between PW-2.1 through PW-2.6). The Contractor shall be paid per Service Vehicle Revenue Hours for additional locations according to the rates 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 or designee, the additional location(s) may be added to the Contract by amendment or change order.

The total revenue hours may be either increased or decreased by up to 25 percent without renegotiation of the Hourly Rate(s) provided by the Contractor on Form PW-2, Schedule of Prices 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.

G. 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 the Contractor two or more transit vehicles as described in Exhibit H.1, County-Provided Service Vehicle 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.1, 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 replacement vehicle(s) to continue the operation of 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 both 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), 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

EXHIBIT A.1 (SUPPLEMENTAL)

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.1, Contractor-Provided Service Vehicle 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 2 months of Service payment until Contractor completes repair or deducts 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(s) or replacement 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 occurring 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 the hours-of-Service operation. 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 1 hour after being requested, including during non-business hours. This manager must be able to address all operational issues in case of an emergency.

e. Vehicle Video Surveillance System

In an effort to enhance both passenger safety and the protection of the bus operator, County may install a video surveillance system on County-owned Service Vehicles. Some of the elements, which may be included as a part of this video surveillance system along with any required supporting hardware and software are as follows:

1. Video recording cameras and associated equipment mounted to both the interior and exterior of each Service Vehicle(s) to record real-time video images.

2. A Digital Video Recorder (DVR) able to capture the recorded video and store its contents both internally within the DVR's memory and on an external memory storage device (i.e., SD memory card, flash drive, etc.).
3. The equipment to support a mobile phone service transmitter to remotely view real-time video while, the County-owned Service Vehicle is operating in revenue service. This real-time video may be accessible through an internet web site.
4. Contractor shall download on a periodic basis all data retrieved by the Digital Video Recorder and have it sorted by date, week, and month. This recorded video is to be safely and securely stored for convenient retrieval for a minimum period of 30 days (1 month) and for a maximum period of no more than 90 days (3 months).

Contractor shall provide access to inspect and view the stored video at the request of the Contract Manager. In addition, Contractor shall also be responsible for the maintenance of the Video Surveillance System including any warranty claims and needed repairs to ensure its proper operation during all hours of revenue service.

Contractor is also responsible for ensuring that the use of a video surveillance system does not violate any employee work rules/policies or any collective bargaining agreements between the Contractor and its employees and shall hold the County harmless from any claim by its employees against the County arising out of the installation and or use of these devices.

f. Automated Vehicle Locator (Global Positioning Satellite) Devices

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.

County may request permission from Contractor to install AVL devices on Contractor-owned vehicles that are assigned as the primary Service Vehicles. These devices will be removed from the Contractor-owned vehicles at the end of the contract.

These units may 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 2 weeks of the DOL/damage unless otherwise approved by the County due to unforeseen circumstances. The device shall be provided and installed by a County-approved vendor.

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

4. Renewable Natural Gas (RNG) Procurement

Contractor shall procure RNG derived from recycled Organic Waste that meets SB 1383 regulations – California Code of Regulations, Title 14, Division 7, Chapter 3, Article 6.0, Section 18993.1(h) requirements in the amount of, at least, 25 percent of their total fuel usage for servicing the Service area when RNG becomes adequately commercially available for use in California.

The County shall have the sole right to report this Contract's RNG procurement towards the County's fulfillment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1.

Contractor shall maintain records of all fuel contracts and purchases and provide to the CM upon request in addition to fulfilling reporting requirements stipulated under Paragraph Q Service Records and Reports. Contractor will be exempt from this reporting requirement if fuel equivalency used for Contractor-Provided Service Vehicles exceeds 75 percent electric. If Contractor's fuel equivalency used exceeds 75 percent electric, then Contractor's remaining non-electric fuel usage shall be SB 1383 eligible RNG.

Contractor may propose an alternative procurement plan with justification for why RNG procurement is not feasible or reasonable. The alternative

procurement plan must meet the RNG equivalent of 25 percent total fuel usage and the requirements of SB 1383's Section 18993.1(h). Implementation of such plan is subject to written pre-approval by the CM.

H. 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 Vehicles 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 with the ability to provide Liquefied Petroleum Gas (LPG) and Compressed Natural Gas (CNG). It is acceptable for Contractor to obtain alternative fuels such as LPG and CNG at an off-site location

I. 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. **Subcontracting is not allowed.**

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 "Conditional" or higher rating within 6 months of receiving an "unsatisfactory" rating will be grounds for termination of the proposed contract. In addition, failure of the Contractor to take the necessary actions to improve their Terminal inspection rating to a "Satisfactory" rating within 6 months of receiving a "Conditional" 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.1, 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- and Post-Trip Vehicle Inspection and Servicing

Each vehicle shall receive a daily pre- 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- and post-trip inspections shall include physical operation of the wheelchair lift or ramp to ensure ADA compliance. Daily pre- 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- 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 the Service being provided. When a vehicle is deadheading to/from a yard location or any other non-revenue travel sign(s) shall indicate that the vehicle is "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 2 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 M.1, 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 Identification, 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. When based on prior experience certain parts often appear to be placed on "back-order," the Contractor shall maintain a higher level of these parts in their inventory.

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 their 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. Monthly Preventive Maintenance Inspection (PMI) Reports
- h. Weekly Vehicle Inspection Reports
- i. Daily Pre- and Post-Trip Vehicle Inspection Reports
- j. Work Orders
- k. Warranty Work
- l. Major Mechanical Repair/Unit Replacement
- m. 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. All vehicle parts 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. The Terminal Manager's Compliance Checklist, Exhibit N.1, is provided as guidance. Contract Manager shall be immediately notified of inspections performed by a governmental agency other than 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.

J. Rates and Compensation

1. Rates - County-Provided 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 Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibits, Section AA, Liquidated Damages, and less any deduction from Exhibit F.1A, 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.1, Service Map, Schedule, and Fare.

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

2. Rates - Contractor-Provided 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 Fare-box Revenue; less 3) any liquidated damages pursuant to this Exhibit, Section AA, Liquidated Damages and any deduction from Exhibit F. 1A, 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.1, Service Map, Schedule, and Fare.

Unless otherwise provided herein, Contractor 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 Metro 30-day passes and regional EZ passes. The County may, at any time, change the type of media fare accepted by the Service.

b. Fare Changes

County will notify the Contractor of any changes to the fares 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 approval by 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 and 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 (3) 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.

K. 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 perform 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/or 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.

If the Contractor's maintenance personnel perform the 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 are the responsibility of the Contractor and are not eligible for reimbursement.

If County requests that the replacement of an air conditioning system 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 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/or warranty lapses) by the Contractor, the costs associated to make such repair(s) will not be eligible for reimbursement.

4. 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 are 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- and 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 AVL device which has been installed on a County-owned Service Vehicle or a Contractor-provided Service Vehicle 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.

L. 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.

M. 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 (3) years of experience with alternative fueled vehicles either compressed natural gas- liquified natural gas- or propane-powered, 30 feet or longer heavy-duty 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. The Project Manager shall provide supervision and manage Service account and operating

records. **The Project Manager cannot be subcontracted for this requirement.**

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.

a. Supervision

The Project Manager shall supervise their appropriate staff with duties which shall include, but is not limited to, the following:

- i. Training and scheduling of all regularly assigned Service personnel.
- ii. Arranging the assignment of qualified backup personnel, as necessary.
- iii. Distributing and collecting of operating reports.
- iv. Daily monitoring of ridership and fare collection.
- v. Supervising of all Service staff to ensure Service quality meets or exceeds the requirements of this scope of work.

b. Service Management

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

- i. Preparation of monthly summaries of operations data per Service Vehicle on a run-by-run basis.
- ii. Maintenance of Service accounts.
- iii. Preparation of a monthly invoice that will document all charges minus the total amount of fares collected and any possible liquidated damages for missed trips, incomplete

service, etc.

- iv. Responsibility for the complete operation of all Service Vehicles including all ancillary equipment, e.g., wheelchair ramp, lift and kneeling mechanisms, air conditioning, destination signs, fare boxes, bus card holders, etc.
- v. Responsibility to immediately address any operational issues and passenger complaints and accurately report these matters to the County in a timely manner.

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.

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

- a. Ensure quality service delivery on a regular basis.
- b. Facilitate fleet deployment while performing pre- and post-trip inspections.
- c. Monitor and document on-time performance.
- d. Provide extensive field support to minimize Service interruptions.
- e. Address specific Service issues and interruptions.

2. 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 equipment to communicate with vehicle operators during all hours-of-Service operation.

Required duties shall include the preparation of data, forms, and reports, and be proficient in the preparation of such documents with an emphasis on the highest level of accuracy and reliability. Office personnel shall have experience reporting National Transit Database (NTD) for fixed-route transit services located within the County of Los Angeles.

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

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 consistent with applicable law. Contractor shall check California DMV records (Pull Notice Program) at least every 12 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, 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. **Subcontracting is not allowed.**
- 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/photo identification badge.
- iv. Assist passengers who have difficulty negotiating the steps, lift 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 operators 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 the elderly, persons with disabilities, and parents traveling with children under age five.
- vi. Training in special skills required to provide transportation to the senior patrons and persons with disabilities.
- vii. American Red Cross or County-approved equivalent training for both 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.
- ix. Regular and continuous training programs for all Service Vehicle operators. Regularly scheduled classes shall include various topics, including understanding Service expectations, defensive and safe driving, emergency and crisis management, terrorist activity, and other relevant subjects. Contractor shall submit an annual preplanned training schedule to the Contract Manager. Contractor may be required to conduct additional training on issues and subjects pertinent to the Service. Contract Manager and/or her

designee(s) will have the right to attend and audit Contractor training programs and classes.

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 (3) years of experience in maintaining alternative fueled vehicles either compressed natural gas- liquified natural gas- or propane-powered, 30 feet or longer heavy-duty transit buses. Contractor's maintenance personnel shall have knowledge of engines, transmissions, diagnostic procedures, electrical systems, HVAC, wheelchair lifts/ramps and related mechanical parts, and methods and procedures normally used in servicing mechanical equipment for transit vehicles.

The Contractor shall ensure that all mechanic staff assigned to this Contract are Automotive Service Excellence (ASE) certified in the H-4 ASE Transit Bus Brake test. If the Contractor cannot meet this requirement at the start of Contract, Contractor will be granted 12 months from the start of Contract to comply, provided that Contractor ensures that all vehicle maintenance is performed by an outside service facility that has ASE certified personnel during this 12-month period. Any new maintenance personnel will have 12 months from the date of hire to obtain ASE certification. By the end of each subsequent year until the end of the Contract, each mechanic must obtain a minimum of one (1) additional ASE certification per year from the Transit Bus, Truck, or School Bus Test Series.

The Transit Bus Test Series has become more complete and covers the categories previously only available under the Truck or School Bus Series. Therefore, County prefers certifications in the Transit Bus Test Series. In an effort to address the development of qualified/trained maintenance personnel and compliance with the ASE certification requirement, Contractor is encouraged to provide training classes that cover one (1) ASE test area per ASE test cycle. Contractor shall budget appropriately for training fees per mechanic per ASE test cycle. The Contractor shall provide and budget for ongoing training for all mechanics that is relevant to their

duties, on an annual basis, in the areas of air brake systems, air conditioning systems, engine performance, fire suppression/methane detection systems, 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 ASE Refrigeration Recovery and Recycling Program certification. A list of Environmental Protection Agency approved training and certification programs is available at <http://www.epa.gov/ozone/title6/609/technicians/609certs.html>.

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

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.

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.

N. 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 Contractor shall ensure that an adequate supply of service brochures is available for passengers on Service Vehicles. 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.

O. Operating Performance Standards

1. Service Vehicles

Contractor shall operate Service Vehicles with due regard for the safety, comfort, 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.

P. 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 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.

Q. Service Records and Reports

1. General Requirements

Contractor shall maintain separate complete and accurate books, records, and reports that relate to Service and as required herein. Contractor shall retain all records relating to this Contract for a minimum period of three (3) 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., senior, disabled, and children under 5 years); and the number of passengers boarding with transit passes (EZ, Metro, and Metrolink). 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- and Post-Trip Service Vehicle Inspection Reports

Contractor shall instruct each vehicle operator of each vehicle to perform a daily pre- and post-trip Service Vehicle inspection and daily Service Vehicle servicing, as required herein, and such inspections 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 as shown on Exhibit K.1, Driver's Daily

Vehicle Report. The Daily Pre- and Post-Trip Vehicle Inspection Reports shall be retained on file by Contractor for a minimum of three (3) years after contract expiration/termination.

d. Weekly Maintenance Inspection Reports

A report of the weekly maintenance inspections, which supplement the daily pre- 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 (3) 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 non-collision) 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, per Exhibit L.1, Public Works Report of Vehicle Collision or Incident form to the Contract Manager.

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

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

- i. Collisions between a Service Vehicle and another 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, 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).
 - viii. Whenever, there has been a vehicle fire on a Service Vehicle. Within 60-days after each incident the Contractor shall provide the County with a detailed report which will identify the most likely cause of the fire and provide recommendations to prevent a future vehicle fire.
- 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. Exhibit Q.1, MR-20 Monthly Ridership Form: 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 re-audit required).

Contractor shall maintain and make available, for a minimum period of three (3) 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 (3) 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 3 years after Contract expiration/termination.

ii. Road Call Performance Report

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

iii. Service Vehicle Downtime Report

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

iv. Mechanical Defect Reports

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

R. Controlled Substance and Alcohol Testing

Contractor shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, as may be required by rules and regulations issued by the United States Department of Transportation, and described in Title 49, Code of Federal Regulations, Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations." Contractor's policies may supersede policies specified in Exhibit O.1, Controlled Substance and Alcohol Testing Program, only when they can be shown to County's satisfaction to be more stringent.

Contractor shall indemnify and hold the County harmless for any claims resulting from disciplinary actions imposed as a result of required testing. Contractor shall report results of the random testing and other associated tests to County on a quarterly basis on the form shown in Exhibit O.1, Controlled Substance and Alcohol Testing Program, such reports shall be submitted to County within 15 calendar days after the end of the quarter.

S. Transit Security Plan

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

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

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

The details of the 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 County Transit Security Plan will be attached as Exhibit P.1.

T. 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 alternative fueled vehicles either compressed natural gas- liquified natural gas- or propane-powered, 30 feet or longer heavy-duty transit buses. **Subcontracting is not allowed.**
2. 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.
3. 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.
4. 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.

U. 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 2

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.

V. Removal of Debris

All debris derived from this Service shall be removed from County property and become the property of the Contractor. The Contractor shall dispose of all debris from 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.

W. 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.

X. Non-Conflict 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, or other applicable laws, rules, regulations, directives, or ordinances.

Y. 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 M.5, Maintenance Personnel.

Z. Utilities

The County will not provide utilities.

AA. 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 bid 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. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1A), the higher service level in the judgment of Public Works shall prevail.
4. 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.1A, 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 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 9 months from date of award or as indicated in the Contractor's bid, 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 the 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.1, Service Map, 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 and invoices.

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 re-audit by LACMTA, the Contractor may be assessed liquidated damages in an amount equal to the cost charged to the County by LACMTA to perform the re-audit.

h. Weekly Maintenance Inspections

The weekly maintenance inspections are called an "I" Service. This "I" Service shall be performed per the OEM's Specifications (including both the Vehicle owner's manuals and Vehicle service manuals) and Exhibit M.1, 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- and post-trip) may include, but are not limited to, fluid levels noted low twice within a 10-day period without any visible leaks and/or a Vehicle in revenue Service with a non-operating wheelchair ramp or lift on consecutive dates of Service. If the Contractor fails to meet this standard 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

Preventative Maintenance Inspections (PMI) shall be performed per the OEM and Exhibit M.1. 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, cleaning tools 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 biannually (every 2 years) within 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 \$50 per Service Vehicle per day may be assessed for the first occurrence, \$75 per Service Vehicle per day for the second occurrence, and \$100 per Service Vehicle per day 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 Service Vehicle 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 O.1, Controlled Substance and Alcohol Testing Program. 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 non-business 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 H, 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 G, 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 G.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 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 G.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 pre-transfer inspection and a final 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 M.1, Preventive Maintenance.

Any and all mechanical defects identified during the pre-transfer and the final 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 six 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. Interruption of Revenue Service to Refuel Service Vehicles

Contractor shall ensure that vehicles are fueled before being placed into revenue service. In the event any Service Vehicle causes an interruption in revenue service because it must be refueled, Contractor may be assessed liquidated damages of \$200 per vehicle for each occurrence up to a maximum of \$2,000 per month.

ff. Marketing and Advertising

Contractor shall ensure that each vehicle maintains an adequate supply of service brochures while operating in revenue service. If

Contractor fails to comply, liquidated damages in the amount of \$100 per Service Vehicle per occurrence may be assessed.

If Contractor has documentation, which indicates prior notice had been provided stating they had exhausted their supply of service brochures, then Contract Manager may waive the liquidated damages.

gg. 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.

hh. 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, disconnected, lost, or stolen, the Contractor may be assessed \$100 in liquidated damages per AVL device per Service Day after the 2-week period following date of loss/damage (unless additional time is approved by County for unforeseen circumstances), until the AVL device is replaced.

ii. Post Report from a Service Vehicle Fire

Within 60-days after there has been a Service Vehicle fire, the Contractor shall submit to the County a detailed report which, will identify the most likely cause of the vehicle fire and provide recommendations to prevent future occurrences. If Contractor fails to complete their report within this 60-day time period, the Contractor may be assessed liquidated damages of \$1,000 per month for each incident.

5. In addition to the above, Public Works may use Exhibit F.1A, Performance Requirements Summary to evaluate Contractor's performance.

BB. 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.
5. Control system in place to prevent vehicle loss.

CC. Gratuities

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

4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

DD. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://sam.gov/content/home>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

The Contractor is required to verify that its subcontractors are not listed on the governmental exclusions in the SAM, before assigning federally funded work to its subcontractors.

EXHIBIT A.2

INTENTIONALLY OMITTED

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>127.29</u> /Hour	5940	\$ <u>756,102.60</u>
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ <u>127.29</u> /Hour	660	\$ <u>84,011.40</u>
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ <u>840,114.00</u>

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 128.91 /Hour	5940	\$ 765,725.40
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 128.91 /Hour	660	\$ 85,080.60
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 850,806.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR
 ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>132.89</u> /Hour	5940	\$ <u>789,366.60</u>
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ <u>132.89</u> /Hour	660	\$ <u>87,707.40</u>
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ <u>877,074.00</u>

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR
 ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>136.82</u> /Hour	5940	\$ <u>812,710.80</u>
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ <u>136.82</u> /Hour	660	\$ <u>90,301.20</u>
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ <u>903,012.00</u>

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
 FOR
 ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 141.01 /Hour	5940	\$ 837,599.40
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 141.01 /Hour	660	\$ 93,066.60
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 930,666.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – INITIAL TERM	840,114.00
2	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 1	850,806.00
3	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 2	877,074.00
4	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 3	903,012.00
5	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 4	930,666.00
TOTAL PRICE FOR YEARS 1 THROUGH 5		4,401,672.00
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		880,334.40

LEGAL NAME OF BIDDER			MV Transportation, Inc.		
BIDDER'S ADDRESS:			2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204		
E-MAIL			keith.everage@mvtransit.com		
PHONE	(323) 422-5946	MOBILE	(323) 422-5946	DATE	September 8, 2023

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST		
	SUN	MON	TUE	WED	THU	FRI	SAT						
Division Manager		1.20	1.20	1.20	1.20	1.20		6.00	312.00	\$59.33	\$18,510.96		
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$99.38	\$6,552.83		
Operations Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$30.75	\$5,116.80		
Maintenance Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$49.70	\$8,270.08		
Dispatchers		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$24.00	\$4,992.00		
Road Supervisors		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$28.09	\$58,427.20		
Mechanic		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$36.06	\$30,001.92		
Utility		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$20.00	\$16,640.00		
Payroll Clerk		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$23.14	\$4,813.12		
Driver #1		4.00	4.00	4.00	4.00	4.00		40.00	2,080.00	\$24.49	\$50,939.20		
Driver #2		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$24.49	\$50,939.20		
Driver #3		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$24.49	\$50,939.20		
Driver #4		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$24.49	\$50,939.20		
Driver #5		2.21	2.21	2.21	2.21	2.21		11.05	574.60	\$24.49	\$14,071.95		
Comments/Notes:										Total Salaries		\$371,153.66	
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(1) Vacations, Sick Leave, Holiday											\$17,598.74	
	(2) Health Insurance												\$23,124.44
	(3) Payroll Taxes & Workers' Compensation												\$67,042.89
	(4) Welfare and Pension												\$16,318.60
	(5) Equipment Costs												\$8,945.63
	(6) Service and Supply Costs												\$207,160.22
	(7) General and Administrative Costs												\$46,225.02
	(8) Profit												\$82,544.80
									Total Other Costs (5+6+7+8)		\$344,875.67		
											TOTAL PRICE	\$840,114.00	

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

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

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

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

MV Transportation, Inc.

Name of Bidder



Signature

Dorothea DePrisco, Assistant Corporate Secretary

September 8, 2023

Date

1 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20	1.20	6.00	312.00	\$60.81	\$18,972.72
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$40.36	\$6,715.90
Operations Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$31.52	\$5,244.93
Maintenance Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$50.94	\$8,476.42
Dispatchers		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$24.60	\$5,116.80
Road Supervisors		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$28.79	\$59,883.20
Mechanic		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$36.96	\$30,750.72
Utility		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$22.51	\$18,728.32
Payroll Clerk		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$23.72	\$4,933.76
Driver #1		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$25.47	\$26,682.80
Driver #2		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #3		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #4		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$25.47	\$14,635.06
Comments/Notes:	Total Salaries										
	Total Salaries										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8)										
	TOTAL PRICE										
	\$850,806.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc. _____
 Name of Bidder

 Signature
 Dorothea DePrisco, Assistant Corporate Secretary

2 of 5
 Date

September 8, 2023

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20	1.20	6.00	312.00	\$62.33	\$19,446.96
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$41.37	\$6,883.97
Operations Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$32.31	\$5,376.38
Maintenance Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$52.22	\$8,689.41
Dispatchers		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$25.22	\$5,245.76
Road Supervisors		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$29.51	\$61,380.80
Mechanic		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$37.89	\$31,524.48
Utility		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$23.47	\$19,527.04
Payroll Clerk		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$24.31	\$5,056.48
Driver #1		4.00	4.00	4.00	4.00	4.00	4.00	40.00	2,080.00	\$26.49	\$55,099.20
Driver #2		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$26.49	\$55,099.20
Driver #3		8.00	8.00	8.00	4.00	8.00	4.00	40.00	2,080.00	\$26.49	\$55,099.20
Driver #4		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$26.49	\$55,099.20
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$26.49	\$15,221.15
Comments/Notes:	Total Salaries										
	Total Salaries										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	\$142,401.19										
	\$7,249.35										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8)										
	\$335,923.58										
	TOTAL PRICE										
	\$877,074.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc. _____ Signature
 Name of Bidder

_____ Date
 September 8, 2023

3 of 5
 Dorothea DePrisco, Assistant Corporate Secretary

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20		6.00	312.00	\$63.89	\$19,933.68
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$42.41	\$7,057.02
Operations Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$33.11	\$5,509.50
Maintenance Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$53.52	\$8,905.73
Dispatchers		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$25.85	\$5,376.80
Road Supervisors		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$30.25	\$62,920.00
Mechanic		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$38.83	\$32,306.56
Utility		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$24.47	\$20,359.04
Payroll Clerk		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$24.92	\$5,183.36
Driver #1		4.00	4.00	4.00	4.00	4.00	8.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #2		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #3		8.00	8.00	8.00	8.00	8.00	4.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #4		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$27.55	\$15,830.23
Comments/Notes:	Total Salaries \$412,597.92										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8)										
	TOTAL PRICE										
	\$903,012.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc. _____ Signature
 Name of Bidder
 Dorothea DePrisco, Assistant Corporate Secretary

September 8, 2023 _____ Date

4 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20		6.00	312.00	\$65.49	\$20,432.88
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$43.47	\$7,233.41
Operations Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$33.94	\$5,647.62
Maintenance Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$54.86	\$9,128.70
Dispatchers		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$26.50	\$5,512.00
Road Supervisors		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$31.00	\$64,480.00
Mechanic		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$39.80	\$33,113.60
Utility		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$25.50	\$21,216.00
Payroll Clerk		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$25.54	\$5,312.32
Driver #1		4.00	4.00	4.00	4.00	4.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #2		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #3		8.00	8.00	4.00	4.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #4		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #5		2.21	2.21	2.21	2.21	2.21		11.05	574.60	\$28.65	\$16,462.29
Comments/Notes:	Total Salaries \$426,906.82										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4) \$163,055.55										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8) \$340,703.63										
	TOTAL PRICE \$930,666.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

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

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

MV Transportation, Inc.  September 8, 2023

Name of Bidder
 Signature
 Dorothea DePrisco, Assistant Corporate Secretary

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 will be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy will not be construed against either party.

B. Definitions

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

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

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

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

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

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

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

County. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer. Where the contracting party is a District, the term County includes the County and the contracting District.

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 not: a Subcontract, or is not a direct employee relationship with the Contractor or a Subcontractor.

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

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

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

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

Public Works. Los Angeles County Public Works.

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment will 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 will 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 will 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 will 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 will not exceed 180 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 will be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it will be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

2. Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties without such consent must be null and void. For purposes of this paragraph, County consent must 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 will be deductible, at County's sole discretion, against the claims which Contractor may have against County.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will 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 will 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 will also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor must 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 will be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor must 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 must 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 must 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 must submit proposed changes to County for approval before implementation.
5. Contractor must 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 must be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

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

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

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person will, 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 must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph must be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and

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

3. Contractor must 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 must 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 must 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, including those identified in Section 2.180.010, it must immediately make full written disclosure of such facts to County. Full written disclosure must include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must 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 must 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 will mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors must report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@opportunity.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees will 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 will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs must 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 must be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor must 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. Counterparts and Electronic Signatures and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor will 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 must not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract will 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, will 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 must 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 must 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 must certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor must 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 must 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 must comply with all applicable Federal and State laws and regulations to the end that no person will, 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 must 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 will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with Contractor. This Contract will 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 must 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 must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract must not constitute a waiver of County's right to recover such payment from Contractor. This provision will 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 must, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor must 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 must notify its employees, and must 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 must 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 must 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 must be addressed to:

Contracting Manager, Business Relations and Contracts Division
Los Angeles County 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 must in any case be sufficient notice.

DD. Publicity

Contractor must 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 will not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor must develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor must not, and must 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 will 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 must 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 B, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and must 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 will not in any way be liable or responsible for the disclosure of any such records including, without 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 must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, must 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 must be kept and maintained by Contractor and must 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 must 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 must 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 must 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 will 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 will 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 must 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 will be paid to Contractor by County by cash payment, provided that in no event will 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 must 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, must be kept and maintained by the Contractor and must 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 must 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 must pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

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

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

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

II. Subcontracting

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

1. If Contractor desires to Subcontract, Contractor must 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 must indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor must 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 will 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 will 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 must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor must ensure delivery of all such documents to Business Relations and Contracts 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 must not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract will 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 must 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 will 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 must notify its employees, and must 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 must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be

seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

NN. Local Small Business Enterprise Utilization

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

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

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

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

OO. Compliance with County's Zero Tolerance Human Trafficking

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract.

County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

PP. Method of Payment and Required Information

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County. Proposers/Contractors further agree that the default form of payment must be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

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

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

QQ. Compliance with Fair Chance Employment Hiring Practices

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

RR. Compliance with the County Policy of Equity

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

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Agreement

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 will 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 will 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 will 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 will 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 must:
 - 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 must 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 must be maintained by Contractor in accordance with this Exhibit B, Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor must 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 must be delivered to County upon request and must 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 will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor must 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 must 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 will 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 must 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 will 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 will be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph will 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, must 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 will 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 will 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 must cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor must carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor must 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, must 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 will be deemed to be a gratuitous effort by Contractor, and Contractor must have no claim against County.

F. Jobsite Safety

Contractor must 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 must provide at its expense all safeguards, safety devices, and protective equipment and must take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person will 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 must be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees will be bound by and must 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 must 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, will be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor must 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 must:

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

N. Quality of Work

Contractor must 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 must be executed by experienced and well-trained workers. All work must be under supervision of a well-qualified supervisor. Contractor also agrees that work must be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

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

Q. Storage of Materials and Equipment

Contractor must 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 must comply with all applicable laws and regulations. Contractor must maintain work area in a neat, orderly, clean, and safe manner. Contractor must 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 must be responsible for the security of any and all of Public Works/County facilities in its care. Contractor must provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor must 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 will 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 must 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 must indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnitees"), 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 and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. This indemnification also must include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

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

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor must 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 must 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates must 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 must 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 must match

the name of the Contractor identified as the contracting party in this Contract. Certificates must 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), must be construed as a waiver of any of the Required Insurance provisions.

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

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

- e. Contractor also must 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 must promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, Los Angeles County Metro Transportation Authority (LACMTA), its Officers, Agents, and Employees must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees additional insured status must 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 must apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and, when applicable, LACMTA, its Officers, Agents, and Employees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor must provide County with, or Contractor's insurance policies shall contain a provision that County must 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 must be provided to County at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance must 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 must 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 Must Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage must 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 must require its insurers to

execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor must be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and must require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must 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 must 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 must 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 must precede the effective date of this Contract. Contractor understands and agrees it must 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 must provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) 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 must 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 must 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 must 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 must 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 must 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. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

4. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of the County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works must 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 will be presented to the Board. The Board will 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms must also apply to Subcontractors of County Contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor must immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision will constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

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 must have and adhere to a written policy that provides that its Employees must 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 must also be subject to the provisions of this Section. The provisions of this Section must be inserted into any such Subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must 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 must 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. The Contractor, and its Subcontractor(s), can access posters and other campaign material at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must 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 available on the Internet at www.babysafela.org.

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

Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor must immediately be required to commence paying the living wage and must be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor must 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" must 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 will 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 will 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 must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's Employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports must 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 must promptly provide such information. Contractor, through one of its officers, must 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 must 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 will 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 must place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor must also distribute County-provided notices to each of its Employees at least once per year. Contractor must 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 will 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 will 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 will 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 must 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 must 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 must immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees must 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 must 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 must demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor must 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 must not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

SOCIAL ENTERPRISE PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE 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 must 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 must 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, must:
 - 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 must also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

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

SECTION 13

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, will 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 will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

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 must, 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 must 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 must 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 must 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 must make a written offer of employment to each employee to be rehired. That offer must 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 must 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 must 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 must be construed as creating any exclusive provision for termination of this Contract. This provision must 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 2023)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify all employees whose wages for 2023 are less than \$63,398 that they may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

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

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

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 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



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?

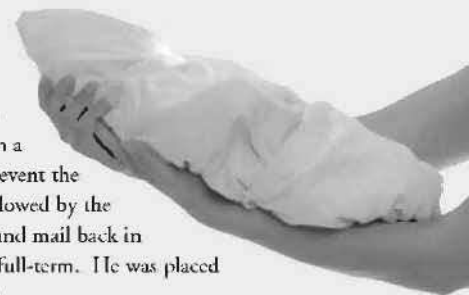
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. 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.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
F. SCOPE OF WORK – CONTINUED				
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.1 (Service Map, 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	\$50 per monthly invoice or report per business day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	each month.			
6. National Transit Database (NTD) Reporting	Submit monthly reports within 25 calendar days after the end of each month.	\$100 per business day, up to a maximum of \$2,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. LACMTA Re-audit of Annual NTD Report	If data and/or records requires a re-audit by LACMTA.	Costs will be equal to the amount charged by LACMTA.	<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 (either for the pre-trip or post trip inspection).	\$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 standards per either the OEM requirements or in accordance with Exhibit M.1.	Nonpayment of Service miles or hours operated by vehicles exceeding the PMI intervals, 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.

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.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Vehicle Engine Smog or Smoke	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 per Vehicle, up to a maximum of \$2,000 per month.	<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.	\$50 for the first occurrence, \$75 for the second, and \$100 for all future occurrences.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
16. County Service Vehicle Warranty	If any warranty coverage of a County Service Vehicle is lessened or invalidated, and/or warranty items are not covered due to neglect.	At least fifty percent (50%) of the cost to repair each item per occurrence.	<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	
18. Controlled Substance and Alcohol Testing	Failure to perform required testing in accordance with Exhibit O. 1, and the submittal of a summary report on a	\$50 per calendar day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	quarterly basis.			
19. Maintenance Personnel	Training and/or ASE and MACS Certified as specified in Section M.5 of Exhibit A.1.	\$500 per maintenance employee per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
20. Trips Not Made	If a trip is not made in accordance with the scheduled service route.	\$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	If contractor replaces a Service Vehicle with a non-ADA compliant 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 Maintenance Facility Requirements for Service Vehicles	Failure to adhere to maintenance facility requirements in accordance with Section H, of Exhibit A.1.	\$1,000 per Service Vehicle per Service Day, up to a maximum of \$4,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
23. The Improper Storage of Service Vehicles.	Failure to provide storage of Service Vehicles in accordance with Section H, of Exhibit A.1.	\$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	
24. Key Staff E-mail and Internet Access	Failure to provide key staff with e-mail and internet access as required by this contract.	\$100 per staff member per business day for any period from the start of the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
25. 24-Hour Emergency Contact	Failure to respond by the contractor within one hour to inquiries from the Contract Manager.	\$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.

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.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
26. Unresolved Service Vehicle Claims	Failure to provide an acceptable settlement within 90 calendar days.	\$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 an up-to-date PMI report for each service vehicle and/or the satisfactory completion of all cited vehicle items in need of repair.	\$100 per County Service Vehicle per week and/or total costs of vehicle items cited and not repaired.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
28. Vehicle Passenger Health, Safety, and Comfort	If after a Service Vehicle's wheelchair ramp/lift, air conditioning, and or heating system has failed; the vehicle is placed back into service again without being repaired.	\$200 per day per vehicle.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
29. Reassignment of Key Personnel	If key management personnel are removed or reassigned without written submittal and consent by the County.	\$1,000 per staff member per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
30. Timely Service Vehicle Repairs	Failure to repair a vehicle within either six (6) consecutive days of service or within a ten (10) day period during a month.	\$200 per day per vehicle, up to a maximum of \$2,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
31. Interruption of Revenue Service to Refuel Vehicles	If there is an interruption in revenue service to refuel a vehicle.	\$200 per day per vehicle, up to a maximum of \$2,000 per month.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
32. Marketing and Advertising	If an adequate supply of	\$100 per service vehicle,	<input type="checkbox"/> Yes	

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A.1 through S, inclusive, of this Contract (Exhibits A.1-S) and this PRS, Exhibits A.1-S shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A.1-S, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	service brochures is not maintained on vehicle(s).	per occurrence.	<input type="checkbox"/> No <input type="checkbox"/> N/A	
33. Fines by Regulatory and Governmental Agencies	If the County is fined because of the Contractor's negligence or failure to comply with governmental requirements.	Total costs equal to the amount of the charged fine.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
34. AVL Devices	If a County installed AVL device is damaged, disconnected, removed, or stolen.	\$100 per AVL device per service day.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
35. Post Report from a Service Vehicle Fire	If Contractor fails to complete their report within the required 60-day time period.	\$1,000 per month for each incident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

p:\brcdpub\service contracts\contract\mi\athens and lennox\2023\rebid\01_ib\12 exhibit f.1a - prs updated.docx

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

SERVICE MAP, SCHEDULE, AND FARE

ATHENS 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.

The Bus Stop on the northeast side of 120th 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 th 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.

Athens Shuttle/ Microbús

Shuttle Stop/ Parada de Microbús

Departure Time/
Hora de Salida

- 120th Street – Western Ave :00 :30
- Crenshaw Blvd – Imperial Highway :05 :35
- 108th Street – Denker Ave :10 :40
- Vermont Ave – Metro Station :20 :50
- 120th Street – Western Ave :25 :55

Service every 30 minutes/Servicio cada 30 minutos

BUSES OPERATE MONDAY TO SATURDAY

Except for the following holidays:

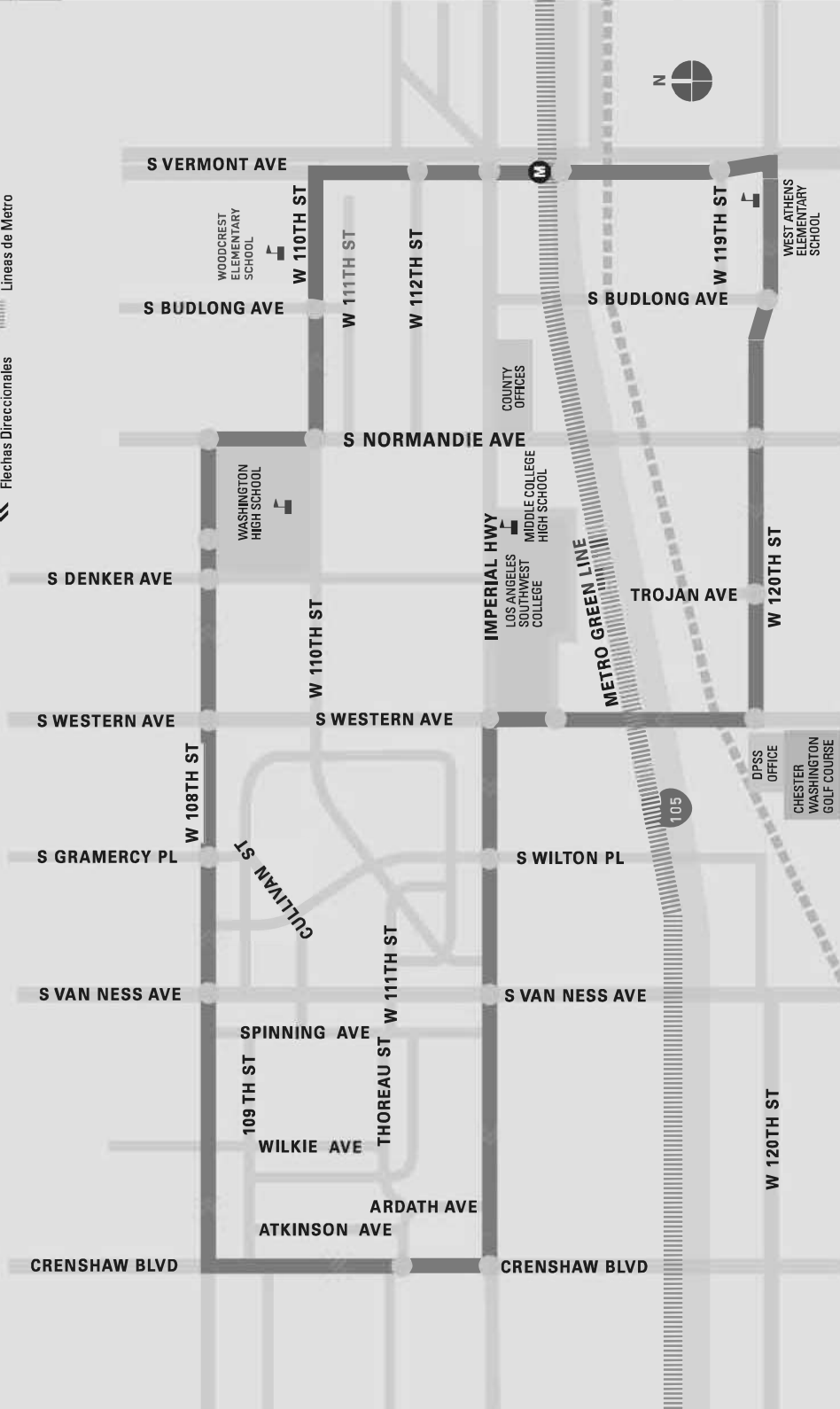
- New Year's
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

SE PROVEE SERVICIO DE LUNES A SÁBADO

No hay servicio en los siguientes días festivos:

- Año Nuevo
- Día Comemorativo
- Día de Independencia
- Día de Trabajo
- Día de Acción de Gracias
- Día de Navidad

Bus Stop/
Parada de Microbús
 Metro Rail Lines/
Líneas de Metro
 Directional Arrows/
Flechas Direccionales



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	Freeman Ave	104th Street	:10	40
WB	Hardy Street	Myrtle Ave	: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.

EXHIBIT G.1

Lennox Shuttle / Microbús

Shuttle Stop /
Parada de Microbus

Departure Time /
Hora de Salida

- Lennox - Firmona :00 :30
- 111th - Metro Station :05 :35
- Freeman - 104th :10 :40
- Myrtle - Hardy :15 :45
- 104th - Mansel :20 :50
- Lennox - Condon :25 :55

Service every 30 minutes / Servicio cada 30 minutos

BUSES OPERATE MONDAY TO SATURDAY

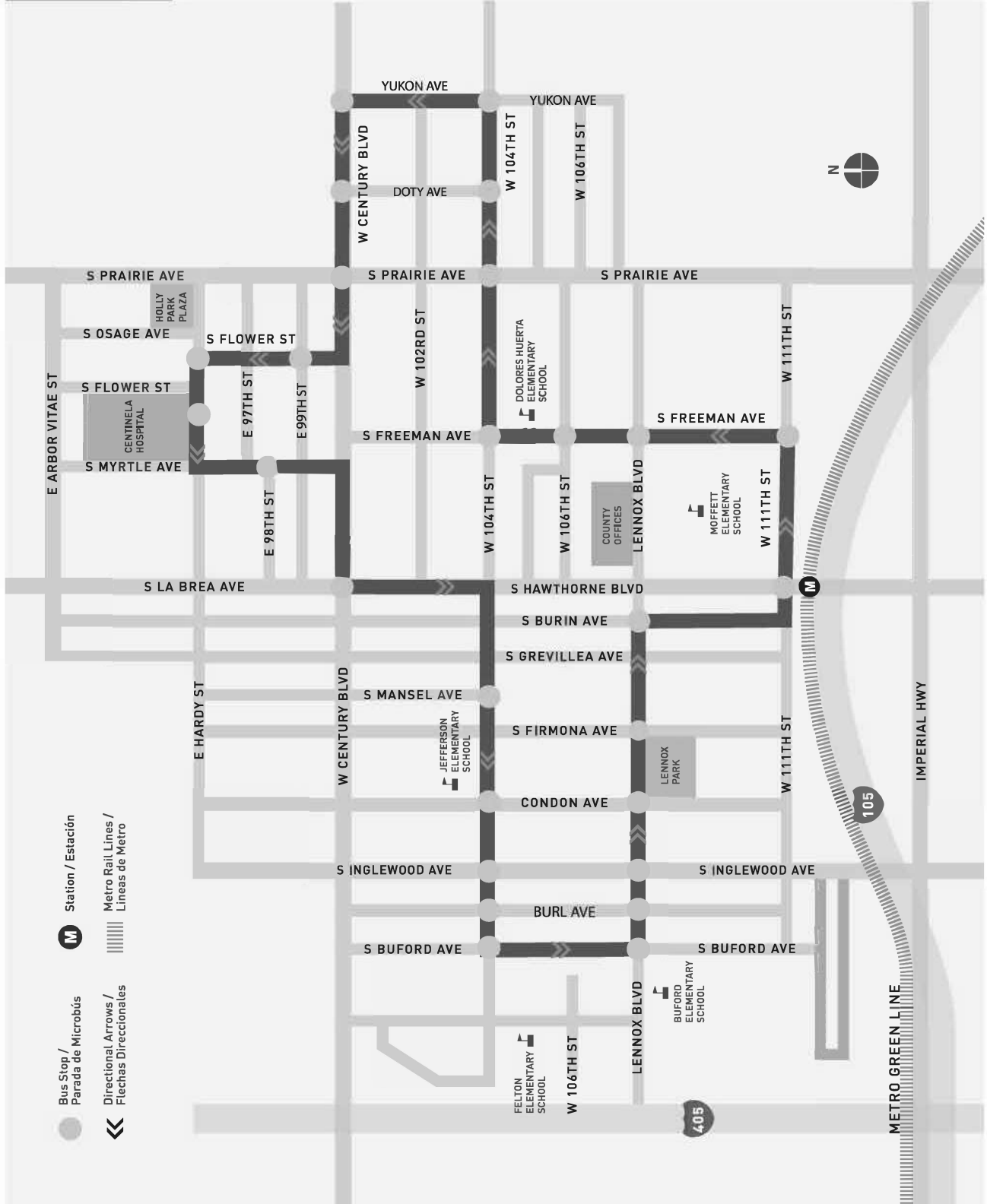
Except for the following holidays:

- 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 Comemorativo
- Día de Independencia
- Día del Trabajo
- Día de Acción de Gracias
- Día de Navidad

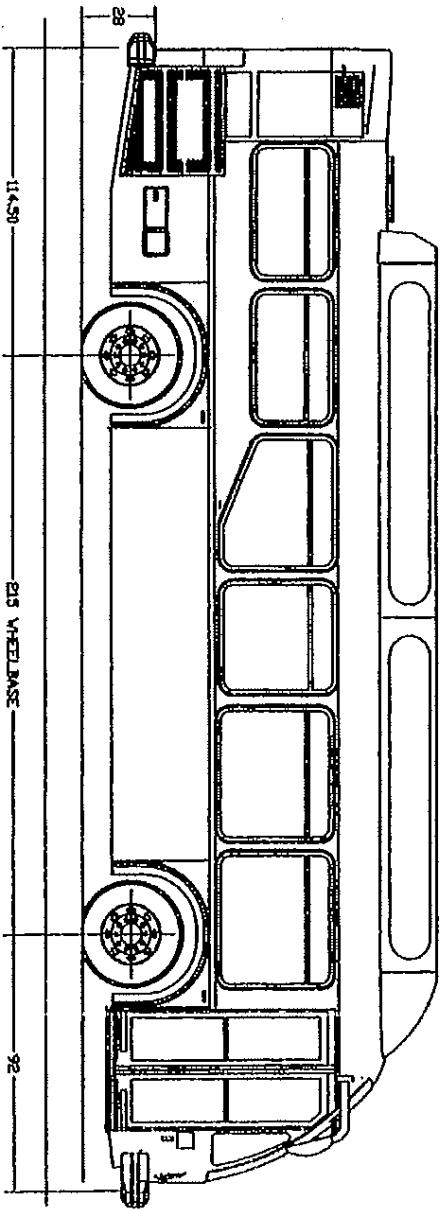
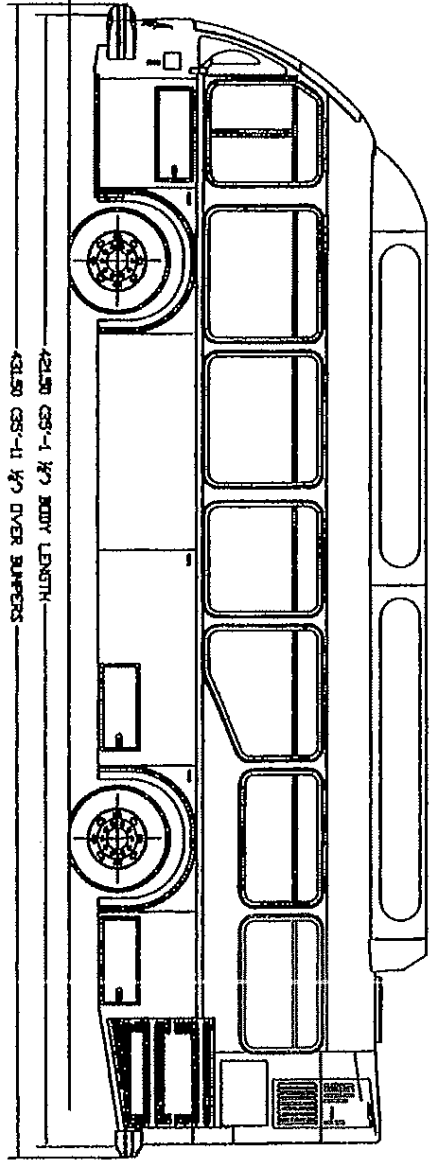
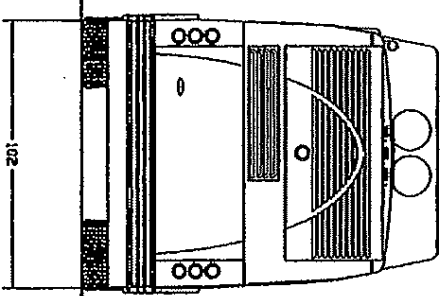
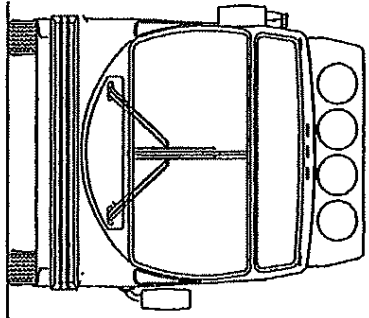


● Bus Stop /
Parada de Microbús

Ⓜ Station / Estación

⇐ Directional Arrows /
Flechas Direccionales

||| Metro Rail Lines /
Lineas de Metro



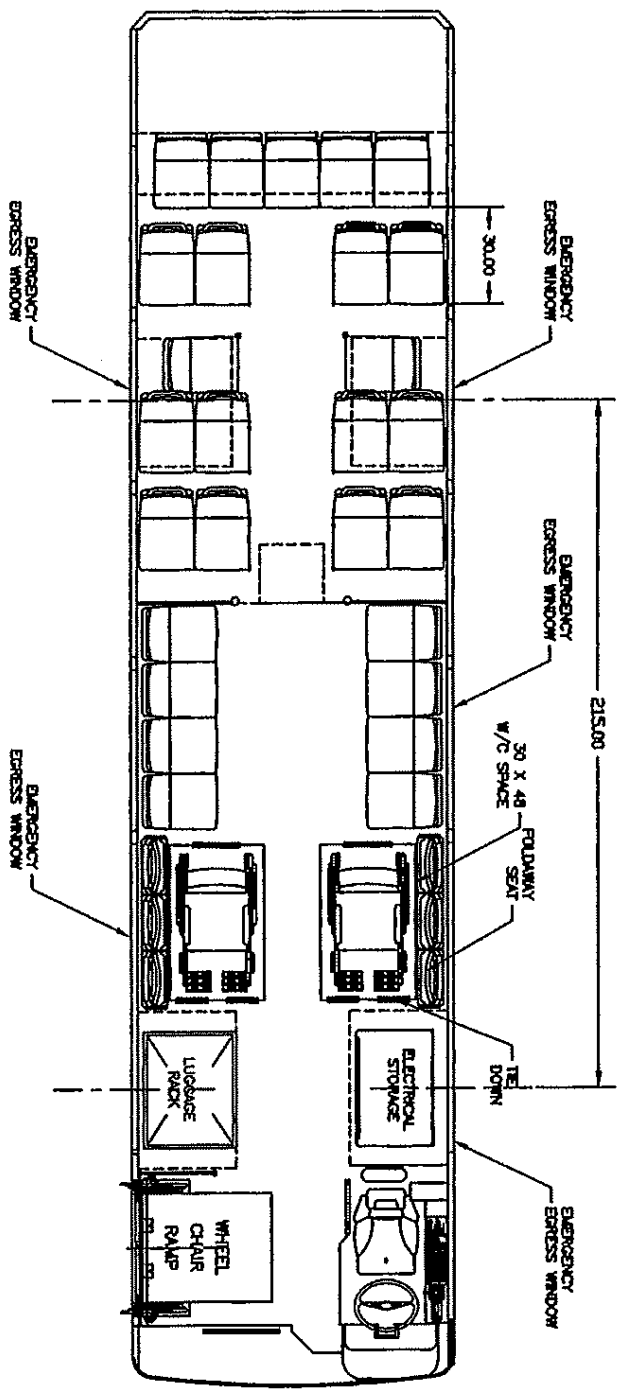
FUEL CAPACITY:

- 3600 PSI SYSTEM
- 16.1 X 120 COMPOSITE TANK => 3295 X 6 = 19770 SCF
- 80% TOTAL 15816 SCF => 117 GAL

THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF ELBORADO NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

ROAD ONLY ON C&D SYSTEM

REV	DATE	BY	DESCRIPTION	SHEET
01			ELBORADO NATIONAL - California	1 OF 1
02			A (RIDE) COMPANY	
03			ELEVATION	
04			ACCESS/ERT	
05			ACCESS 35'	
06			9980026-35-REV	
07			9980026-35-REV	
08			9980026-35-REV	
09			9980026-35-REV	
10			9980026-35-REV	
11			9980026-35-REV	
12			9980026-35-REV	
13			9980026-35-REV	
14			9980026-35-REV	
15			9980026-35-REV	
16			9980026-35-REV	
17			9980026-35-REV	
18			9980026-35-REV	
19			9980026-35-REV	
20			9980026-35-REV	
21			9980026-35-REV	
22			9980026-35-REV	
23			9980026-35-REV	
24			9980026-35-REV	
25			9980026-35-REV	
26			9980026-35-REV	
27			9980026-35-REV	
28			9980026-35-REV	
29			9980026-35-REV	
30			9980026-35-REV	
31			9980026-35-REV	
32			9980026-35-REV	
33			9980026-35-REV	
34			9980026-35-REV	
35			9980026-35-REV	
36			9980026-35-REV	
37			9980026-35-REV	
38			9980026-35-REV	
39			9980026-35-REV	
40			9980026-35-REV	
41			9980026-35-REV	
42			9980026-35-REV	
43			9980026-35-REV	
44			9980026-35-REV	
45			9980026-35-REV	
46			9980026-35-REV	
47			9980026-35-REV	
48			9980026-35-REV	
49			9980026-35-REV	
50			9980026-35-REV	



CAPACITY:
 27 PASSENGERS WITH 2 WHEEL CHAIR POSITIONS
 OR
 33 PASSENGERS PLUS DRIVER
 FREEMAN CRSEATS

CONCEPTUAL PROPOSAL ONLY

THIS DRAWING IN DESIGN & DETAIL IS THE PROPERTY OF EL Dorado NATIONAL & MUST NOT BE USED EXCEPT IN CONNECTION WITH OUR WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

REV	REV DATE	BY	APP	DATE	DESCRIPTION
1	6/7/10	LOREN L.			

PROJECT NO.	94800237-35	REV	1
PROJECT NAME	EL Dorado National - California	DATE	6/7/10
PROJECT LOCATION	3070 Camino del Este, San Diego, CA 92108	SCALE	1/28
PROJECT DESCRIPTION	FLOOR PLAN	DATE	6/7/10
PROJECT CLIENT	AIRBUS COMPANY	PROJECT NO.	94800237-35
PROJECT TITLE	FLOOR PLAN	REV	1
PROJECT MODEL	ACCESS	DATE	6/7/10
PROJECT SHEET	1 OF 1		

Model / Floorplan
Axess Front and Mid Body Door
BRT Front End Only - 3 Piece Windshield
Engine - Cummins L9N 280hp
Transmission - Allison B400R
CNG - 3 Tank POD 9885 scf (70 dge) (Sherex 1000 & 5000 Receptacl)
Diesel - 100 Gallon Fuel Tank
Mechanical
Air Compressor - Engine Mounted
Rear Engine "Run" Box
Electronic Throttle
Engine Belt Guard
Air Dryer
Air Brakes
ABS Brake System
Diagnostic Data Port in Rear Engine Compartment
Diagnostic Port in Drivers Area
Exhaust Wrap
Linnig Vibration Dampener for A/C
Silicone Coolant hoses w/Breeze Stainless Steel Clamps
Suspension Air
Kneeling Front Suspension System
Steering Column Tilt & Telescopic
Wheels OEM Painted Steel
Spare Tire & Wheel Assembly
Radial Tires 305/70R 22.5 Incity Z (LRL)
Bumper Help Rear Assembly
Bumper Helpt Front Assembly
Mud Flap Front / Rear (1) Pair
Tow Hooks Assembly Front / Rear
Electrical
High Idle Assembly
Wire Color Coded & Numbered
Circuit Breaker Manual Reset
Batteries Dual 8D on Stainless Steel Slide Tray
24-Volt Electrical System
I/O Controls Dinex G4 Multiplex System
Alarm Back-Up Warning
Cummins Engine Protection w/Low Coolant Probe
Engine Hour Meter
Hubodometer Assembly
Day/Night Run Switch - w/Push Button Start
Turn Signals Side - Front/Rear
Light Armored Clearance
LED - Exterior Lighting (Dialight)
Daytime Running Lights
LED - Exterior Stepwell Lights (Dialight)
LED Rear License Plate Light
Light Collision Avoidance MTG CTR
Interior Lighting Pretoria LED
PA System Internal Gooseneck Mic w/4 Speakers
(1) External PA Speaker

Body
Undercoated and Sealed Body
Ziebart Undercoating Inside All Roll Cage Tubes
Bagged Insulation
Plywood 3/4" ACQ Marine Grade
Driver Barrier Top & Bottom Sections
Stanchions Vertical 1-1/3 Stainless Steel (2 Standard)
Ceiling Grabrails Assembly
Vent Roof Emergency Exit 4/Way Adjustable (Transpec)
Automotion Roller Blind - Driver Front and Side
Passenger Windows 7/32" Tempered Fixed (Non-Openable)
Windshield Wiper Kit (Intermittent)
Mirror Rear View Interior
Mirror Motorized and Heated
Mirror 12" Convex Rear Stepwell
Remote Toggle Switch - Door Entry
Door Operator Air
Door Vapor Slide Glide
Vapor 5-Position Door Control
Sensitive Door Edges (Rear Door Only)
Paint - Full Body (1 Color)
Deluxe Platinum Interior
HVAC
A/C Heater / Defroster Front Assembly
Thermo King T14 Rear Mount HVAC System Brushless Motors
- R407C, X430 Compressor, Intelligaire III
Safety & Ancillary
Sign Assembly "Stop Requested"
Passenger Signal System Pull Cord w/Dash Light
Standee Line Yellow 3" x 38"
Miscellaneous
Center Rear Mud Flap
Raised Floor Step Lighting LED Overhead Light
Freedman Citiseat Passenger Seats
- Level 6 Material, Grab Rails FF Seats
LED Driver Light - Dialight
Alternator EMP Power 450 amp
EMP Electric Fan Cooling System MH4 4-Fan
- Brushless Electric Fans, Variable Speed, Reversible
- Corrosion Resistant Metal Shroud w/Finger Guards
USSC Fogmaker Fire Suppression & Methan Detection System
- With Additional Horizontal Bulkhead
Front/Rear Koni Shock Absorbers
Stainless Steel Battery Compartment
LED Low Beam Headlights - Dialight
Recargo Ergo Metro or USSC G2A Driver Seat
Altro Meta 2.7m Floor Covering
- Step Edges Altro T36T Aluminum
- Bright Yellow 2 1/2" Band Inserted Into Step Edge
Wheelchair Ramp Ricon Foldover Model SSR
Q'Straint 8100-A1 Deluxe (2)
Hanover Front/Side Amber LED Destination Signs

CNG Defueling Port

CONTRACTOR-PROVIDED SERVICE VEHICLE REQUIREMENTS

Vehicle Requirements

- 25-foot Cutaway-Type 3 Vehicles
- 20 passenger seats 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 ten (10) years old or newer with no more than 300,000 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 (2) 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 _____

	VERY GOOD	ACCEPTABLE	UNACCEPTABLE
EXTERIOR			
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	

DRIVER'S DAILY VEHICLE REPORT

BUS NO. _____ MILEAGE _____ DATE _____ ROUTE _____

OPEN HOOD & CHECK!

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

ENTER BUS & CHECK!

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

RECORD ODOMETER READING

- CHECK IF PMI SERVICE IS DUE SHORTLY

START ENGINE & CHECK!

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

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

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

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

- RIGHT FRONT WHEEL AND TIRE
- RIGHT SIDE MARKER LAMPS
- TURN SIGNAL LIGHTS AND REFLECTORS
- RIGHT REARVIEW MIRROR & MOUNTING
- HEADLIGHTS & TURN SIGNALS
- CLUSTER, CLEARANCE AND I.D. LIGHTS
- DESTINATION SIGN OR IDENTIFICATION SIGNAGE
- WINDSHIELD
- LEFT REARVIEW MIRROR & MOUNTING
- LEFT FRONT WHEEL AND TIRE
- DRIVER'S SIDE WINDOW
- LEFT SIDE MARKER LAMPS & TURN SIGNAL
- LIGHTS AND REFLECTORS
- LEFT REAR WHEELS AND TIRES
- EXHAUST SYSTEM CONDITION
- LOOK UNDER VEHICLE FOR LEAKS
- REAR CLUSTER, CLEARANCE AND I.D. LIGHTS
- TAILLIGHTS, TURN SIGNALS & REFLECTORS
- RIGHT REAR WHEELS AND TIRES
- FUEL TANK FILLER TANK CAPS

CONDITION OF THIS BUS IS:

- SATISFACTORY
- UNSATISFACTORY

REMARKS: _____

DRIVER'S SIGNATURE(S)	TIME	MECHANIC SIGNATURE(S)
1 _____	_____	1 _____
2 _____	_____	2 _____
3 _____	_____	
4 _____	_____	DATE REPAIRS COMPLETED: _____

PRIVILEGED AND CONFIDENTIAL.



PREPARED FOR COUNTY COUNSEL IN DEFENSE OF THE COUNTY, SPECIAL DISTRICTS, AND EMPLOYEES.
COUNTY OF LOS ANGELES DEPT. of PUBLIC WORKS REPORT of VEHICLE COLLISION or INCIDENT

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

Employee: Complete form within 24 hours of vehicle collision and submit to your supervisor. If more space is needed to completely answer any category on this form, attach an additional sheet.

Division: Submit form (**typewritten**) to Employee Health and Safety Section within 72 hours.

VEHICLE DRIVEN BY EMPLOYEE (Check one)	
First Name _____	<input type="checkbox"/> County Vehicle (Includes veh. leased or rented by Co.) <input type="checkbox"/> Personal Vehicle
Last Name _____	Driver's Lic. No. _____ Permitee <input type="checkbox"/> Yes <input type="checkbox"/> No
Work Location _____	Equip. No. _____ Policy No. _____
Work Phone No. _____	Vehicle License No. _____ Insurance Co. _____
Division _____	Emp No. _____ Job Title _____
Vehicle: Year _____ Make _____ Model or Type _____	
Parts Damaged: _____	
Incident Date: _____ City: _____ On: _____	
At: _____ (Intersection or Address) Or Area: _____	
Hour: _____ AM _____ PM _____	
PASSENGER	PASSENGER: County Employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name _____
	Home Address _____ (Street) (City)
Phone Work: _____ Home: _____	
INJURED / WITNESS	Check One: <input type="checkbox"/> Injured <input type="checkbox"/> Witness <input type="checkbox"/> Fatality
	Name _____ Phone _____ Nature of Injury _____ Address _____ Taken to _____
OTHER VEHICLE (2)	Driver: _____ (Name) (Address) (City) (State) (Zip) (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____
	Employer _____ (Name of Person or Co.) (Address) (City) (State) (Zip) (Phone)
	Vehicle _____ (Year) (Make) (Model or Type) Veh. Lic. No. _____ (Year) (Number) (State)
	Parts Damaged _____
	Registered Owner _____ (Name) (Address) (City) (State) (Zip) (Phone)
	Home Address _____ (Street) (City) (State) (Zip)
Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) (City) (State) (Zip)	
OTHER VEHICLE (3)	Driver: _____ (Name) (Address) (City) (State) (Zip) (Phone) Driver License No. _____ State _____ Insurance Co. _____ Policy No. _____
	Employer _____ (Name of Person or Co.) (Address) (City) (State) (Zip) (Phone)
	Vehicle _____ (Year) (Make) (Model or Type) Veh. Lic. No. _____ (Year) (Number) (State)
	Parts Damaged _____
	Registered Owner _____ (Name) (Address) (City) (State) (Zip) (Phone)
	Home Address _____ (Street) (City) (State) (Zip)
Passenger Name _____ Phone: Work _____ Home _____ Home Address _____ (Street) (City) (State) (Zip)	

Police Report Yes No

Photographs Attached Yes No

Police Agency Reporting _____ Station _____

DRAW A DIAGRAM AND SHOW HOW INCIDENT OCCURRED



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

SHOW the location and position of Vehicle(s) at point of impact.
SHOW the name of the street(s) and location of stop signs, signals, number of lanes, and any important information.

EXPLAIN CLEARLY HOW INCIDENT OCCURRED; ADDITIONAL SHEETS ATTACHED Yes No

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

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

ITEMS

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

PREVENTIVE MAINTENANCE

INTRODUCTION

The Contractor, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, along with the necessary service facilities to provide the maintenance required for the operation of all equipment and Service Vehicles pursuant to this Contract.

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

SECTION 1. SERVICE PROVISIONS

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

A. PMI Service Sequencing

1. Daily Vehicle Inspection Report (DVIR) is a legally required document prepared each day by the Service Vehicle operator regarding the Service Vehicle operated. Copies are to be retained by the Contractor. Any and all repairs identified shall be documented.
2. "I" inspections occur a minimum of once per week. More frequent "I" service may be required by the Contract Manager depending upon demonstrated Service Vehicle condition and/or reliability. This inspection shall be documented and shall indicate all problems found, maintenance/repair required, and maintenance or repairs performed.
3. "J/A" inspection occurs every 30 days regardless of mileage. The "J/A" service occurs as part of every "B," and "C" Service inspection.

4. "B" service occurs every 24,000 vehicle miles or eight months, whichever occurs first. "B" service occurs as part of every "C" Service inspection.
5. "C" service occurs every 48,000 vehicle miles or every 16 months, whichever occurs first.
6. PMI service sequencing (repeats each 48,000 miles).

<u>PMI Service</u>	<u>SERVICE Miles</u>	<u>Or Maximum Days</u>	<u>Joint PMI Services</u>
DVIR	N/A	Daily	
I	N/A	Weekly	
J/A	3,000	30 Days maximum	
B	24,000	240 Days maximum	I and J/A
C	48,000	480 Days maximum	I, J/A and B
DVIR – Daily Pre-Trip Inspection by operator			

B. Inspections/PMI Services

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

Contractor shall ensure that their Service Vehicle operators perform the DVIR in accordance with 13 CCR Section 1215(a) and California Vehicle Code Section 34500.

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

These Pre-Trip and Post Trip inspections are both a maintenance inspection and an operational inspection of the Service Vehicle by the operator. Further details of the DVIR inspection are set forth in Exhibit A, Scope of Work; Section 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.

2. The Contractor shall perform the PMI service level "I" in accordance with 13 CCR Section 1234(f) and California Vehicle Code Section 34500. The inspection must be a matter of record. The "I" inspection is to be

EXHIBIT M.1

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 wheelchair tie downs and record.
- Check operation of all doors.
- Check wheelchair lift operation.
- Check wheelchair lift interlock operation.
- Check operation of all emergency escape windows and alarms.
- Check windshield wiper and windshield washer operation.
- Check and record AC system operation effectiveness.
- Check under vehicle for any fluid leaks.
- Check cleanliness of the vehicle's exterior and note any body and/or decal damage.
- Check cleanliness and condition of vehicle interior.

Plus, other additional items deemed appropriate.

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

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

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

EXHIBIT M.1

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

Plus, other additional items deemed appropriate.

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

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

- "A/J" inspection.
- Engine fuel filter, replace (primary).
- Engine fuel filter, replace filter element (secondary).
- Replace engine air filter.
- Replace spark plugs (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.

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
- Dashboard and all indicator lamps
- Windshield wiper blades
- Mirrors
- Other consumables, except as covered by warranty
- Fire extinguisher
- First Aid Kits
- Seatbelts, latches, Q-Straints, Torso Pads, etc.
- Methane Detection Systems
- Vehicle Fire Suppression Systems (Alternatively Fueled Vehicles)
- Wheelchair tie-down belt replacements
- Tires
- Cleaning materials

E. Parts Included

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

- Engine: Engine oil filter(s)
Air filter element
Fuel filter element(s)
Replacement oil
Replacement coolant and filter(s)
- Miscellaneous: Power steering fluid and filter(s)
Brake fluid
- Transmission: Transmission oil filter(s)
Replacement oil
- Differential: Replacement oil
- Wheel Bearing: Grease seals and/or hubcaps
Grease or oil

Antifreeze
Lubrication grease
Silicone
Battery(s)
Battery water (distilled)
Battery terminal spray/protectant
Windshield wipers and washer fluid

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

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

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

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

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

SECTION 2. OIL ANALYSIS

A sample will be taken by the Contractor utilizing personnel and sample-taking processes that have been approved by the Contract Manager. Within one business day

of taking the sample, the sample must be delivered to a Contract Manager-approved analysis facility for processing according to the following schedule:

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

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

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

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

SECTION 3. RECORDS

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

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

Los Angeles County
Department of Public Works
Transportation Planning and Programs 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 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).

TERMINAL MANAGER'S COMPLIANCE CHECKLIST

CHP 800D (Rev. 7-13) OPI 062



The following checklist and other general information are provided to assist motor carriers whose California terminals are subject to inspection by the Department of the California Highway Patrol (CHP) pursuant to Section 34501 or 34501.12 of the California Vehicle Code (CVC). Any motor carrier, as defined in Section 408 CVC and/or Section 34501.12(a) CVC, can improve its ability to pass such inspections by closely examining its own operations in the light of the following checklist.

ABBREVIATIONS USED ARE AS FOLLOWS:

13 CCR: Title 13, California Code of Regulations
49 CFR: Title 49, Code of Federal Regulations
BIT: Biennial Inspection of Terminals
CHP: California Highway Patrol
CMV: Commercial Motor Vehicle

CVC: California Vehicle Code
DMV: Department of Motor Vehicles
EPN: Employer Pull Notice
PUC: Public Utilities Commission
USDOT: U. S. Department of Transportation

NOTE: Compliance with federal regulations governing testing of drivers for use of controlled substances and abuse of alcohol is also required, but is evaluated separately from all other matters. See Section 34520 CVC and 49 CFR Part 382, for information regarding this issue. The CHP also publishes a checklist similar to this one titled CHP 800F, Controlled Substances and Alcohol Testing Compliance Checklist.

RECORDS - NEW DRIVERS

1. Do you obtain a DMV report showing a prospective driver's current driving record prior to allowing them to drive a vehicle listed in Section 34500 CVC? *Section 1808.1(a) CVC*
2. Before you use a driver, is their DMV driving record reviewed? *Section 1808.1(a) CVC*
3. Is a copy of a driver's current DMV driving record signed, dated, and retained until receipt of their EPN record? *Section 1808.1(a) CVC*

DRIVER RECORDS - EPN

4. Are all your company's drivers enrolled in the EPN including managers, supervisors, family members, or anyone else who may at any time drive a vehicle that requires the driver to have a class A or class B driver license or any special driving certificate, or an endorsement to transport hazardous materials with a class C license? *Sections 1808.1(b) CVC and 34501.12(h)(2)(B) CVC*
5. Do you have a current pull notice record on file for each of your drivers? *Section 1808.1(c) CVC*
6. Have EPN records been examined to verify that each employee's driver's license has not been suspended or revoked; to verify each employee's traffic violation point count; and whether any employee has been convicted of driving under the influence of alcohol or drugs? *Section 1808.1(c) CVC*
7. Are EPN records signed and dated? *Section 1808.1(c) CVC*
8. Have you employed or continue to employ, as a driver, any person for whom a disqualifying action has been taken against their driving privilege or required certificate? *Section 1808.1(f) CVC*

DRIVERS' HOURS OF SERVICE RECORDS

9. Do you maintain driver timekeeping records for each of your drivers including those who only drive locally (time sheets, cards, etc.)? *13 CCR Section 1234(a)*
10. Are timekeeping records complete? *13 CCR Section 1234(a)*
11. Is the original of each driver timekeeping record retained for at least six months? *13 CCR Section 1234(a)*

DRIVER PROFICIENCY AND RECORDS

12. Do you require drivers to demonstrate their ability to safely operate each different type of vehicle or vehicle combination before allowing them to operate these vehicles on the highway unsupervised? *13 CCR Section 1229*
13. Do you maintain a record of the different types of vehicles and combinations each driver is capable of operating proficiently?
13 CCR Section 1234(b)

MAINTENANCE PROGRAM AND RECORDS

14. Are your vehicles maintained in good mechanical condition? *13 CCR Section 1230*
15. Do you require all drivers to submit documented daily vehicle inspection reports (DVIR)? *13 CCR Section 1234(e)*
16. Do you require a "negative DVIR report" when no defects are found by the driver? *13 CCR Section 1234(e)*
17. Are DVIRs examined and defects corrected before the vehicle is operated on the highway? *13 CCR Section 1234(e)*
18. Do you retain DVIRs for at least three months? *13 CCR Sections 1202.2 and 1234(e), 49 CFR Section 396.11(c)(2)*
19. Are all vehicles regularly and systematically inspected, maintained, and lubricated? *13 CCR Section 1232(a)*
20. Do you have a means of indicating the types of inspection, maintenance, and lubrication operations to be performed on each of your vehicles, and does that means include the date or mileage when these operations are due? *13 CCR Section 1232(a)*

INSPECTION, MAINTENANCE, LUBRICATION, AND REPAIR RECORDS

21. Do you document each inspection, maintenance, lubrication, and repair performed for each vehicle under your control?
13 CCR Section 1234(f)
22. Are all maintenance records kept current and available for inspection? *13 CCR Section 1234(f)*
23. Are maintenance records retained for at least one year? *13 CCR Section 1234(f)*
24. Do maintenance records include: *13 CCR Section 1234(f)*
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date or mileage and nature of each inspection, maintenance, lubrication, and repair performed?
 - (c) The inspection, maintenance, and lubrication intervals?
 - (d) The name of the lessor or contractor furnishing any vehicle?

CARRIER-PERFORMED INSPECTIONS

(Questions 25 through 29 apply only to motor carriers operating the following vehicles.)

- *Motortrucks of three or more axles which are more than 10,000 pounds gross vehicle weight rating (GVWR).*
 - *Truck tractors.*
 - *Trailers and semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies used in combination with vehicles listed above. Camp trailers (Section 242 CVC), trailer coaches (Section 635 CVC), and utility trailers (Section 667 CVC), as defined, are not included.*
 - *Any motortruck with GVWR rating of more than 10,000 pounds (excluding a pickup truck as defined in Section 471 CVC), while towing any trailer or semitrailer that results in a combination length over 40 feet (excluding trailer coaches, camp trailers, and utility trailers, as those terms are defined in the CVC).*
 - *Any truck, or any combination of a truck and any other vehicle, transporting hazardous materials/wastes in an amount that requires the display of placards, a hazardous materials transportation license, or a hazardous waste transporter registration.*
25. Do you perform a safety inspection at least every 90 days on each truck, tractor, trailer, and dolly? *Section 34505.5(a) CVC*
 26. Do your 90-day safety inspections include at least the following: *Section 34505.5(a) CVC*
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
 - (e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.)?
 27. Are defects which are noted during 90-day inspections corrected prior to operating the vehicle on the highway? *Section 34505.5(b) CVC*
 28. Do 90-day inspection records include: *Section 34505.5(c) CVC*
 - (a) Identification of the vehicle including, make, model, license number, company vehicle number or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
 29. Are these inspection records retained for at least two years? *Section 34505.5(c) CVC*

(Questions 30 through 34 apply to Tour Bus operators only [Section 612 CVC])

30. Do you perform a safety inspection at least every 45 days on each tour bus? *Section 34505(a) CVC*
31. Do your 45-day safety inspections include at least the following: *Section 34505(a) CVC*
 - (a) Brake adjustment?
 - (b) Brake system components and leaks?
 - (c) Steering and suspension systems?
 - (d) Tires and wheels?
32. Are defects which are noted during 45-day inspections corrected prior to operating the tour bus on the highway? *Section 34505(b) CVC*
33. Do 45-day inspection records include: *Section 34505(c) CVC*
 - (a) Identification of the vehicle including, make, model, license number, or other means of positive identification?
 - (b) Date and nature of each inspection and repair performed?
 - (c) The signature of your authorized representative attesting to the inspection and to the completion of all required repairs?
34. Are these inspection records retained for at least one year? *Section 34505(c) CVC*

VEHICLE IDENTIFICATION

35. Does each vehicle or combination of vehicles display the company name on both sides in characters clearly legible from a distance of 50 feet? *13 CCR Section 1256*
36. Do your vehicles display a valid operating authority, motor carrier permit, or identification number? *Section 34507.5(b)(1) CVC*
37. Are identification numbers removed before sale, transfer, or other disposal of a vehicle? *Section 34507.5(b)(3) CVC*

HAZARDOUS MATERIALS HANDLING PROCEDURES

38. If you transport hazardous materials or hazardous waste, do you ensure that you only transport shipments that are in compliance with regulations contained in 49 CFR Parts 100 to 178, covering the following requirements?
- (a) Packaging, selection, and proper use of specification containers. *13 CCR Section 1163, 49 CFR Section 173.24*
 - (b) Marking and placement of required markings on packages and containers. *13 CCR Section 1161.3, 49 CFR Section 172.300*
 - (c) Proper labeling of packaging and containers. *13 CCR Section 1161.2, 49 CFR Section 172.400*
 - (d) Proper placarding of vehicles or containers. *13 CCR Section 1162, 49 CFR Section 172.500*
 - (e) Shipping papers including, proper entries, sequence of entries; legibility of shipper's certification when required; shipping paper retention as required; availability in transport vehicles? *13 CCR Section 1161, 49 CFR Section 172.200*
 - (f) Loading compatibility, load securement, protection from weather? *13 CCR Section 1164, 49 CFR Part 177*
 - (g) Spill reports submitted as required; copies retained at terminal? *13 CCR Section 1166, 49 CFR Part 171*

SATISFACTORY RATED TERMINALS

A terminal rated **satisfactory** is one that is in compliance with applicable laws and regulations. Minor deficiencies or defects may exist as long as highway safety is not jeopardized. Criteria for assignment of a Satisfactory rating include:

- A. Vehicle/equipment condition reflects effective preventive maintenance practices.
- B. Vehicle records reflect compliance with applicable mandated inspection intervals; clearly identify inspection, service, and lubrication intervals; document services and repairs performed; and reflect the actual condition of the vehicles.
- C. Drivers' daily vehicle inspections are performed and documented. Defects noted are corrected promptly.
- D. Vehicles are not operated with out-of-service conditions or defects of a long standing nature.
- E. Drivers' timekeeping records are in use and are current. Retention intervals are complied with.
- F. Drivers' timekeeping records reflect compliance with hours-of-service requirements.
- G. Records reflect compliance with DMV EPN requirements.
- H. Required driver proficiency records are on file.
- I. The terminal/shipper is in compliance with hazardous material waste requirements.

UNSATISFACTORY RATED TERMINALS

A terminal rated **unsatisfactory** is one showing a lack of compliance which could jeopardize the safety of passengers and/or the motoring public. An Unsatisfactory rated terminal is one in which articulable proof is obtained showing widespread noncompliance with or willful disregard of, statutory or regulatory requirements. An Unsatisfactory rating shall be assigned for any of the following conditions:

- A. Vehicle or equipment violations of a deliberate or long-standing nature.
- B. More than 20 percent of vehicles in the inspection sample are placed out of service.
- C. Drivers' hours-of-service violations.
- D. Falsified drivers' hours-of-service records violations.
- E. Failure to maintain and/or retain drivers' timekeeping records when that failure precludes a reasonable determination that the carrier is in compliance with drivers' hours-of-service requirements.
- F. Failure to participate in the DMV EPN Program, failure to enroll all drivers, failure to obtain periodic (up-to-date) printouts for all drivers, or utilizing disqualified drivers.
- G. Failure to provide the Department a reasonable opportunity to conduct an inspection pursuant to 13 CCR Section 1202(a).
- H. Lack of compliance with any HM requirement, which jeopardizes public or environmental safety, or hinders prompt action by emergency response personnel.
- I. Willful disregard of statutory or regulatory requirements.
- J. Violations generally spread over the inspected vehicles and/or maintenance records which, by their nature, should have been detected, documented, and corrected under an acceptable inspection/maintenance program.
- K. Violations generally spread over the inspected drivers' records which, by their nature, should have been prevented, and/or detected and corrected under an acceptable drivers and records management program.

CONDITIONAL RATED TERMINALS

A terminal rated **conditional** is one in which the terminal's compliance is no longer manifestly unsatisfactory, but full compliance has not been demonstrated. In this case, the CHP will return for a follow-up inspection in approximately six months to assign a rating. The new rating will not be conditional; it will be either satisfactory or unsatisfactory. Under certain circumstances when reinspecting a terminal which had been previously assigned an unsatisfactory rating, the CHP is unable to determine that all required corrections have been accomplished by the motor carrier. An example would be a terminal which had received an unsatisfactory rating for excessive drivers' hours of service, and as a result the PUC or DMV had suspended the motor carrier's operating authority or motor carrier permit for a period of time. During the suspension, the carrier could not lawfully operate any of its vehicles, and therefore could not demonstrate compliance with laws and regulations governing drivers' hours of service. Under such circumstances, if all other compliance failures at that terminal had been corrected by the carrier, the CHP will normally assign a conditional rating to that terminal, then reevaluate the hours of service issue later.

ABOUT THIS CHECKLIST

This checklist, while detailed, cannot list all possible items where compliance with law or regulation could be an issue, nor can it explore all possible applications of CHP policy in the assignment of ratings. A motor carrier who examines their operations using this checklist as a guide can identify areas where compliance may be weak, and take action to improve those areas. Some of these items may not apply to every type of carrier. Laws and regulations change over time, and staying current with these changes is one of the keys to success for anyone who operates or directs the operation of commercial vehicles. This checklist is not law; it is intended only to assist motor carriers in achieving success in the area of highway safety. It does not bind the CHP to a particular determination regarding the compliance of any motor carrier with laws and regulations in existence at any given moment. Any conflict between this checklist and a law or regulation, or future change in CHP policy, will be resolved in favor of the law, regulation, or policy. This checklist will be revised to reflect significant changes in these areas as soon as possible after they occur.

CHP MOTOR CARRIER SAFETY UNITS

Questions may be directed to any of the Motor Carrier Safety Units listed below.

Northern Division

2485 Sonoma Street
Redding CA 96001-3026
(530) 225-2098
(530) 246-1264 (Fax)

Valley Division

2555 First Avenue
Sacramento, CA 95818-2696
(916) 731-6350
(916) 227-0111 (Fax)

Golden Gate Division

1551 Benicia Road
Vallejo, CA 94591-7568
(707) 648-4180
(707) 649-4766 (Fax)

Central Division

4771 West Jacquelyn Avenue
Fresno, CA 93722-6438
(559) 445-6992
(559) 276-9449 (Fax)

Southern Division

437 North Vermont Avenue
Los Angeles, CA 90004-3512
(323) 644-9557
(323) 953-4827 (Fax)

Border Division

9330 Farnham Street
San Diego, CA 92123-1216
(858) 650-3655
(858) 637-7159 (Fax)

Coastal Division

4115 Broad Street, Suite B-10
San Luis Obispo, CA 93401-7992
(805) 549-3261
(805) 541-2871 (Fax)

Inland Division

847 East Brier Drive
San Bernardino, CA 92408-2837
(909) 806-2414
(909) 885-0981 (Fax)

CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM

1. Substance Abuse Testing

It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors' or subcontractors' employees servicing or operating Service vehicles pursuant to this Scope of Work do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, Contractor shall, at a minimum, do the following:

A. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing and/or Operating Service Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate Contractor's intention to: (1) initiate substance abuse testing as described herein below; (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating Service vehicles pending review pursuant to the procedure described herein below; and (3) absent overruling on review to permanently prohibit such person from servicing or operating Service vehicles.

B. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1) Pre-employment testing of job applicants, independent contractors' and subcontractors' employees all as part of the pre-employment physical examination

Urine and/or blood samples will be taken as part of the pre-employment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than **0.04** percent shall likewise require denial of the job application.

If Contractor at any time during the period of this Contract uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the Service vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described hereinabove and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of **0.04** percent.

2) Mandatory drug and alcohol testing within three (3) hours of a traffic accident or incident giving rise to a suspicion of substance abuse

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees involved in a traffic accident while

operating a Service vehicle within as short a time as possible following the accident and in no event to exceed three (3) hours thereafter.

Contractor shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors' or subcontractors' employees servicing or operating a Service vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive or otherwise acting in a bizarre manner. Contractor shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection 1.B.1 hereinabove, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of **0.04** percent shall be immediately suspended from servicing or operating Service vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, Contractor shall permanently prohibit these individuals from servicing or operating Service vehicles pursuant to this Contract.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 percent but less than **0.04** percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination, and other physical abilities shall be immediately suspended from servicing or operating a Service vehicle for a period of twenty-four (24) hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3) Non-discretionary, Random Substance Abuse Testing

Contractor shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate Service vehicles pursuant to this Scope of Work and place their names in a data pool susceptible to truly random accessibility either physically as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent (25%) of the relevant personnel and affected other personnel quarterly which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six (6) hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection B.1. Upon evidence of a blood-alcohol level in excess of **0.04** percent or of the presence of any controlled substance in any tested individual, Contractor shall immediately suspend that individual from servicing or operating a Service vehicle pursuant to this Scope of Work.

If the finding of substance abuse is not overruled upon review, Contractor shall permanently prohibit any such individual from servicing or operating Service vehicles pursuant to this Scope of Work.

4) Double Testing

All urine and/or blood samples taken for the testing described hereinabove which test positive shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5) Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact upon Public Safety

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

C. Institute A Review Procedure

The Contractor shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two (2) business days of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by Contractor, an employee representative (who shall be an employee of Contractor), and a third party chosen by the other two (2).

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one (1) week of receipt of the request for review.

EXHIBIT O.1

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to County Health officials with respect to any review proceeding.

The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within one (1) week of the hearing. A two-thirds vote is required to overrule Contractor's intended work prohibition.

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

2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by Contractor. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. The County shall have access thereto however. Statistics generated there from without specific reference to individuals may be published or made available for public inspection; and Contractor will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

The County shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of Contractor to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

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

Contractor: _____ **Reporting Period:** _____

Agreement/Contract No. _____ **Service:** _____

A requirement of the subject Agreement or Scope of Work is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

FAX to: (626) 979-5313
or
MAIL to: Los Angeles County Public Works
Attention Transit Manger
Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

I. <u>RANDOM TESTING</u>	<u>DRIVERS</u>	<u>MECH.</u>	<u>OTHER</u>	<u>TOTAL</u>
a. Number of drivers and mechanics assigned to service this quarter.	_____	_____	_____	_____.
b. Number of random test (25% minimum)	_____	_____	_____	_____.
c. Number of positive tests results	_____	_____	_____	_____.
d. Number of positive second tests	_____	_____	_____	_____.
e. Action taken due to second positive tests	_____			
II. <u>PRE-EMPLOYMENT TESTING</u>				
a. Number of potential employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Action taken on positive tests	_____			
III. <u>INCIDENT-RELATED TESTING</u>				
a. Number of employees tested	_____	_____	_____	_____.
b. Number of positive tests results	_____	_____	_____	_____.
c. Number of positive second tests	_____	_____	_____	_____.
d. Action taken due to second positive tests	_____			

Prepared By _____

Date _____

TRANSIT SECURITY PLAN

(INTENTIONALLY LEFT BLANK)

(TO BE PROVIDED BY THE CONTRACTOR)

MR-20 MONTHLY RIDERSHIP FORM FOR LACMTA CONSOLIDATED NTD REPORT (#9160) FOR FY 2024-25

EXHIBIT Q.1

Agency _____

Month	RIDERSHIP INFORMATION (MR-20)			MECHANICAL SYSTEM FAILURES (R-20)			SAFETY AND SECURITY ***		Fuel Consumption (R-30)		REPORTING DEADLINE TO MTA *								
	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev. mph	deathhead mph	Major Incident (Safety or Security)	Non-Major Incident Occurrences	Arrest/Citations	Major Incident (Safety or Security)	Non-Major Incident Occurrences	Arrest/Citations	Energy Type	Gallons	Energy Type	Gallons	Due to MTA
July '24																			
August '24																			August 25th
September '24																			September 25th
October '24																			October 25th
November '24																			November 25th
December '24																			December 25th
January '25																			January 25th
February '25																			February 25th
March '25																			March 25th
April '25																			April 25th
May '25																			May 25th
June '25																			June 25th
July '25																			July 25th
Total:																			

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)		REPORTING DEADLINE TO MTA *									
	Total Boardings	Revenue Hours	Revenue Miles	Total (Vehicle) Hours	Total (Vehicle) Miles	# of Vehicles Operated	rev. mph	deathhead mph	Major Incident (Safety or Security)	Non-Major Incident Occurrences	Arrest/Citations	Major Incident (Safety or Security)	Non-Major Incident Occurrences	Arrest/Citations	Energy Type	Gallons	Energy Type	Gallons	Due to MTA	
July '24																				
August '24																				August 25th
September '24																				September 25th
October '24																				October 25th
November '24																				November 25th
December '24																				December 25th
January '25																				January 25th
February '25																				February 25th
March '25																				March 25th
April '25																				April 25th
May '25																				May 25th
June '25																				June 25th
July '25																				July 25th
Total:																				

NOTE -- DEADHEAD MPH SHOULD BE FASTER THAN REVENUE MPH

* 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 & S-40 (Safety or Security)	Non-Major Incident S & S - 50	Thresholds
Existence of one or more of the following conditions: 1. One or more fatalities (including suicide) 2. Injuries requiring immediate medical attention from the scene for one or more persons (ambulance) 3. Property damage equal to or exceeding \$25,000 4. An evaluation due to life safety reasons (ex. CNG leak) 5. Other Safety Occurrences not Otherwise Classified (Injuries) 6. Fires (that don't require evacuation)	Incidents not already reported on the Major Incident Reporting form.	Occurrences 1. Robbery (contromotional theft) 2. Larceny (non-confrontational theft) 3. Burglary 4. Motor Vehicle Theft 5. Other Safety Occurrences not Otherwise Classified (Injuries) 6. Fires (that don't require evacuation)
Arrests/Citations	Arrests/Citations	Occurrence of Part I offenses (except homicide): 1. Other (non-aggravated) Assaults 2. Fare Evasion 3. Trespassing 4. Vandalism 5. Nonviolent Civil Disturbance

Diesel fuel
 bio-diesel
 gasoline
 liquefied natural gas (propane)
 liquefied natural gas
 methanol
 other
 compressed natural gas
 other

DF
 BD
 GA
 LP
 LNG
 MT
 ET
 CNG
 OR

EXHIBIT R.1

INTENTIONALLY OMITTED

EXHIBIT S

Exhibit S: Bid Submission Instructions

See RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and Addenda 1-6 for the above exhibit that is incorporated here by reference.

**STATEMENT OF QUALIFICATIONS FOR FIXED ROUTE
AND DIAL-A-RIDE TRANSIT SERVICES (2016-SQPA001)
MV TRANSPORTATION, INC.**

MV Transportation, Inc.'s, Statement of Qualifications (SOQ) was submitted during the RFSQ process for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001) and is incorporated by reference. To request a copy of MV Transportation, Inc.'s, SOQ, please contact the Contract Analyst.



MV Transportation, Inc

July 24, 2023

Anna Leung and Ani Karapetyan
Los Angeles County Public Works
Business Relations and Contracts Division - 8th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

Re: County of Los Angeles Athens Shuttle and Lennox Shuttle Services, RFP# BRC0000435

Dear Anna and Ani:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates (or MV) greatly appreciate the opportunity to submit its proposal in response to the Los Angeles County Public Works' Request for Proposal Number BRC0000435 for the Athens Shuttle and Lennox Shuttle Services.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. MV's proposal honors all Teamster Local 848 Collective Bargaining Agreements and knows the true operating costs in this market. The company is confident that its proposed operating approach offers the best value for the County.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

We always place the safety and security of our passengers, our employees, and our communities above all else. We work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We strive to pursue new ideas to bring value to our customers.

MV acknowledges receipt of the Addenda:

- Informational Update #1, dated July 3, 2023
- Informational Update #2, dated July 10, 2023

I am your primary contact for this procurement, and I am authorized to make representations for MV Transportation, Inc., including all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.

You can reach me at (323).422-5946 or keith.everage@mvtransit.com. Additionally, Joe Escobedo, senior vice president, will serve as your secondary contact; you can contact Joe at (623) 340 3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to

this and all future procurements to MV's bid office located at 750 Mason Street, Suite 105, Vacaville, CA 95688.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'KE' with a large loop on the 'E'.

Keith Everage
Vice President, Business Development

County of Los Angeles Athens Shuttle and Lennox Shuttle Services

Invitation for Bid BRC0000435



Submitted To:

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

Anna Leung,
p. (626) 458-40721
email: aleung@pw.lacounty.gov

Ani Karapetyan
p. (626) 458-4050
email: akarapetyan@pw.lacounty.gov
P.O. Box 1460
Alhambra, CA 91802-1460

Submitted By:

MV Transportation, Inc.
2711 N. Haskell Avenue
Suite 1500 LB-2
Dallas, TX 75204

p: 972.391.4600
www.mvtransit.com

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



Confidentiality Statement

As a privately-held company, many aspects of MV's business are considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the County of Los Angeles and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.

For ease of the County's review, MV:

- Has redacted trade secret, confidential, proprietary, or other personal information from our proposal narrative in a redacted electronic copy;*
- Indicates those sections of our proposal narrative considered either confidential or a trade secret using footnotes;*
- Includes confidential attachments in this proposal response; these are marked "confidential" in the margins of each document;*
- Considers its pricing information confidential and has therefore indicated so in the margin of each price page.*





Table of Contents

Executive Summary 4

A. Required Forms 9

B. Minimum Mandatory Requirements..... 10

 1. Qualified Contract List 10

 2. Years of Experience with Vehicles and Services..... 10

 3. Project Manager 14

 4. Maintenance Manager..... 18

 5. CHP Safety Compliance Inspections..... 33

 6. Vehicles..... 34

 7. Employee Information..... 34

 8. Maintenance Staff Assigned to this Contract and ASE Certifications 35

 9. Section 609 of the Clean Air Act..... 36





Executive Summary

MV Transportation (MV) is excited to present this proposal for the renewal contract with the County of Los Angeles' (County) Athens Shuttle Service and Lennox Shuttle Services. MV has had the privilege of serving as the County's transit service provider since 2014, and we value the strong and successful outcomes we have cultivated over the term of our partnership. The County has repeatedly recognized our transit services as outstanding, and we take great pride in the satisfaction expressed by the County's leadership and the ridership we serve.

MV has been the contractor for the County for the Athens Shuttle Service and Lennox Shuttle Services, operating on two separate routes and within the unincorporated County areas of Athens and Lennox. The shuttle's destinations include shopping centers, community centers, public parks, and recreation areas. We also operate additional Los Angeles County contracts, including:

- King Medical Center Shuttle
- Florence Firestone/ Walnut Park & Baldwin Hills Shuttle
- Willowbrook Dial-A-Ride (DAR) Shuttle
- Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services

In alignment with the current program initiative, the County is seeking vendor bids for a full-service, cost-effective, and reliable transit program to serve its ridership. The County's Invitation for Bids (IFB) offers the County a unique opportunity to explore available transit services and support options. We are eager to continue this valuable collaboration and maintain our commitment to delivering exceptional service to the County.



Project Understanding

MV is uniquely familiar with these services, having worked in tandem with the County to deliver an optimized transit service since 2014. The current program serves residents in the unincorporated County area of Athens Shuttle Service and Lennox Shuttle Services and includes:

- Fleet and facility maintenance in Long Beach for two (2) County-provided revenue vehicles and one (1) MV-provided revenue vehicle
- Transportation scheduling and dispatch for fixed route and Dial-A-Ride (DAR) Transit Services



- Overall program and service management

The Athens Shuttle Service provides 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
- Crenshaw Imperial Shopping Plaza
- Burlington Coat Factory Shopping Center
- Rite Aid Pharmacy Shopping Center
- Metro Rail Green Line Vermont Station

The County's Lennox Shuttle Services provide access to the following key points of interest:

- Lennox Park
- Lennox Senior and Youth Centers
- Lennox Library
- COSTCO Store
- Century Plaza Shopping Center
- Centinela Hospital
- Metro Rail Green Line Hawthorne Station

As the County explores potential options for a full-service transit program, it is essential to consider the value of a trusted partner that offers a comprehensive, client-focused service management approach. To further ensure seamless continuity of transit operations and to maintain a dependable and enjoyable experience for its ridership, the County would best benefit from a trusted provider with a proven record of successfully delivering transit programs.





Our Continued Commitment to You

MV's commitment to continuous improvement ensures that we remain at the forefront of industry standards, embracing innovation and implementing the latest technologies to enhance efficiency, safety, and customer experience.

As your designated service provider for nearly a decade, MV is intimately familiar with County's transit program. We have strived to deliver a consistent, dependable service that meets and, ideally, exceeds your service expectations. We understand the County's unique needs and have tailored our operations to effectively meet those demands. These efforts have led to the County's high ratings of the transit program, with a willingness to recommend our Athens and Lennox Shuttle services to other transit agencies. Additionally, MV is deeply invested in serving the County's local community, so we actively participate in initiatives demonstrating our deep roots within the region and our mutual vision for a thriving and sustainable transportation network.

MV's Impact on the Community

Because we have been a part of this community since 2014, MV knows the importance of a reliable transit program. By continuing to work with MV, the County has a partner that shares its commitment to the community's well-being and the environment. Serving the local ridership is important to MV, and a renewal of our partnership allows us to continue delivering the trusted program the County and the community ridership have come to know.

Continuing our value partnership with the County further allows MV to remain actively involved in the local community. We will collaborate with the County to support community initiatives, promote sustainability, and contribute to the region's economic development. This ongoing community engagement aligns with MV's values, fostering goodwill among County stakeholders and the ridership.

About Our Management Team

MV attributes our successes to our exceptional team of dedicated professionals. Our employees, which include bus operators, dispatch operators, and maintenance staff, are experienced, highly trained, and passionate about providing reliable and safe transportation services. The team's commitment to excellence has been instrumental in fostering the positive relationship we enjoy with the County and its ridership, and we are proud of the consistently high ratings that MV staff have received for their service to the Athens Shuttle and Lennox Shuttle programs.

MV boasts a team of experienced, trusted staff who know the County's service and are passionate about their work. MV's team of professionals are committed to providing





safe, reliable, and efficient transportation services, from skilled bus operators to efficient dispatch operators and diligent maintenance staff. Their expertise and proven dedication will ensure that the County's transit operations continue running smoothly in the new term.

The County's local team will continue serving the program under the leadership of Senior Vice President **Judie Smith**. Judie is supported by **Stephen (Steve) Allan**, MV's general manager for the County transit service. Steve has over 37 years of experience as a transportation professional and will continue to offer the County his knowledge and expertise in the Los Angeles area. **Lupe Flores** will continue supporting the service as the project manager, while **Kay Kindle** will serve the County as the designated operations manager. **Ruben Nunez** is MV's proposed safety and training manager for these services, with almost a decade of industry experience and comprehensive knowledge of safety regulations, operational standards, vehicle safety, and training. Finally, **Martin Camargo** is MV's maintenance manager for these services at our Long Beach location, where he has served as the maintenance manager since 2000. Martin is a skilled manager with more than three decades of maintenance experience. He ensures County vehicles are carefully maintained and ready for service daily.

Leveraging a combination of our professional expertise in transit and proven dedication to serving the County, the MV team stands ready to continue supporting operations in the new term. This group of experienced transit operators, maintenance professionals, and management support will lend their combined skills to the County to maintain a culture of stability and excellent customer service for the ridership.

A Note on Our Commitment to Diversity

MV has a company-wide commitment to the mentorship and development of disadvantaged businesses. As a part of this procurement process, MV made a good faith effort to ensure that Community Based Enterprises (CBEs) had full opportunities to provide supplies, equipment, technical services, and other services under this contract. We published ads in multiple publications, prepared quote forms for varying scopes for participation, and completed numerous outreach efforts to potential partners. While we only received minimal feedback from the CBE firms contacted, we have attached documentation of our efforts to our forms. During the contract term, we will continue to look for opportunities to partner with CBE firms whenever possible. *Please refer to Appendix A to review our DBE package, which details all good-faith efforts made in support of this initiative.*





Moving Forward with MV

MV is honored to have served as the County of Los Angeles' trusted transit service provider since 2014. We are excited about the opportunity to continue this partnership and remain dedicated to providing outstanding service to the County and its residents. Our stellar team, commitment to excellence, and unwavering focus on customer satisfaction make us the ideal choice for the County's transit needs.

MV's national presence, expansive footprint, and deep operational experience in the Southern California region have afforded us the expertise needed to deliver best practices in shuttle management. And for nearly a decade, the County and MV have partnered collaboratively to provide a safe, reliable, and responsive service. Our commitment to the County and the entirety of its ridership is well documented through the numerous successes of the current program.

As we transition into the new contract term, MV intends to continue successfully delivering your program in alignment with your transit service goals. Renewing your partnership with MV allows for a seamless transition, ensuring continuity in service with minimal disruption. MV is intimately familiar with the County's unique transportation needs, operations, and infrastructure, which reduces the learning curve and promotes efficient service delivery.

We are committed to providing you with the high-quality service you have come to expect, and we look forward to growing our longstanding, esteemed partnership with the County. We assure the County that by selecting MV, it will enjoy continued exemplary service, efficient operations, and a reliable transportation network.





1. Required Forms

On the following pages, we have included the following forms required by the IFB:

FORMS	
PW-2.1-2.6	Schedule of Prices
PW-8.1	(Supplemental) List of Subcontractors –
PW-9.1	(Supplemental) Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form – Not Applicable
PW-10.1	(Supplemental) GAIN and GROW Employment Commitment
PW-11.1	(Supplemental) Transmittal Form to Request a Solicitation Requirements Review
PW-17.1	(Supplemental) Zero Tolerance Human Trafficking Policy Certification
PW-18.1	(Supplemental) Bidder's Compliance with the Minimum Requirements of the IFB
PW-19.1	(Supplemental) Statement of Equipment Form
PW-20.1	(Supplemental) Displaced Transit Employee Declaration
PW-21.1	(Supplemental) Compliance with Fair Chance Employment Hiring Practices Certification

LIVING WAGE FORMS	
LW-2.1	(Supplemental) Application for Exemption
LW-3.1	(Supplemental) Living Wage Rate Annual Adjustments
LW-4.1	(Supplemental) Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
LW-5.1	(Supplemental) Living Wage Program Labor/Payroll/Debarment History (Disclose full details of any such determinations, claims, and/or debarments.)
LW-7.1	(Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
LW-8.1-8.5	Proposer's Staffing Plan and Cost Methodology



**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ <u>127.29</u> /Hour	5940	\$ <u>756,102.60</u>
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ <u>127.29</u> /Hour	660	\$ <u>84,011.40</u>
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ <u>840,114.00</u>

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 128.91 /Hour	5940	\$ 765,725.40
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 128.91 /Hour	660	\$ 85,080.60
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 850,806.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 132.89 /Hour	5940	\$ 789,366.60
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 132.89 /Hour	660	\$ 87,707.40
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 877,074.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 136.82 /Hour	5940	\$ 812,710.80
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 136.82 /Hour	660	\$ 90,301.20
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 903,012.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

Item	Description	Hourly Rate	Estimated Annual Hours	Annual Price (Hourly Rate x Estimated Annual Hours)
1.	Rate for County-Owned Service Vehicle	\$ 141.01 /Hour	5940	\$ 837,599.40
2.	Rate for Contractor-Provided Service Vehicle ¹	\$ 141.01 /Hour	660	\$ 93,066.60
ESTIMATED TOTAL ANNUAL HOURS			6,600	
TOTAL ANNUAL PROPOSED PRICE _____				\$ 930,666.00

¹It is estimated that Contractor-provided vehicles may be needed in place of County-provided vehicles for 10% of the total annual hours.

**SCHEDULE OF PRICES
FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

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

By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

	TERMS	ANNUAL PRICE FOR EACH TERM
1	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – INITIAL TERM	840,114.00
2	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 1	850,806.00
3	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 2	877,074.00
4	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 3	903,012.00
5	ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES – OPTION YEAR 4	930,666.00
TOTAL PRICE FOR YEARS 1 THROUGH 5		4,401,672.00
AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 5 (TOTAL PRICE FOR YEARS 1 THROUGH 5 ÷ 5 YEARS)		880,334.40

LEGAL NAME OF BIDDER			MV Transportation, Inc.		
BIDDER'S ADDRESS:			2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204		
E-MAIL			keith.everage@mvtransit.com		
PHONE	(323) 422-5946	MOBILE	(323) 422-5946	DATE	September 8, 2023

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.


Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
None			

**FORM PW-8.1
(SUPPLEMENTAL)**

Certification as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, Disabled Veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1	None							
2								
3								
4								
5								
6								
7								
8								
9								
10								

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name: Dorothea DePrisco	Authorized Signature 	Title Assistant Corporate Secretary	Date July 21, 2023
---	--	---	------------------------------

COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran/Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned Business Enterprises (MBE/WBE/DBE/DVBE/LGBTQQ). This form shall be provided to the COUNTY at the time of Proposal submittal.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE/DVBE/ LGBTQQBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
No Subcontractors			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**County of Los Angeles
Request for County's Preference Program Consideration and
Community Business Enterprises Firm/Organization Information Form**

I. INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

Name of Firm		County WebVen No.:	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature		Approved	Disapproved
			Date

**FORM PW-9.1
(SUPPLEMENTAL)**

All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name: MV Transportation, Inc.
My County (WebVen) Vendor Number: 11124801

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	<input type="checkbox"/> Other: _____
Total Number of Employees (including owners): 13,145						
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	10	14	78	84	2718	2412
Hispanic/Latino	5		86	61	2417	1138
Asian or Pacific Islander	2		18	9	701	169
American Indian			3	1	41	36
Filipino (not tracked separately)	Please Note: MV has Managers (2 Male, 9 Female) and Staff (94 Male, 64 Female) of mixed race.					
White	55	20	153	91	1824	830

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	0.2 %	0.2 %	0.1 %	%	%	54.7 %
Women	43.5 %	%	%	%	%	1.3 %


IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING(LGBTQQ)

BUSINESS ENTERPRISES: If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm and attach a copy of your proof of certification.

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date
Not Applicable						

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Dorothea DePrisco	Title: Assistant Corporate Secretary	Date: 10/18/2023
---	--------------------------	---	-------------------------

CO= BG03503
 u= BG03503

EQUAL EMPLOYMENT OPPORTUNITY
 2021 EMPLOYER INFORMATION REPORT EEO-1
 CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION
 1. MVTRANSPORTATION INC
 2711 N. HASKELL AVE SUITE 1500
 DALLAS, TX 75204

SECTION C - TEST FOR FILING REQUIREMENT
 1-Y 2-Y 3-Y DUNS= 104183132

2.a. MVTRANSPORTATION INC
 2711 N. HASKELL AVE SUITE 1500
 DALLAS, TX 75204

SECTION E - ESTABLISHMENT INFORMATION
 NAICS: 485991 - Special Needs Transportation

c. EIN= 942491705

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS														
	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												
			***** MALE *****										***** FEMALE *****														
EXECUTIVE/SR OFFICIALS & MGRS	1	1	20	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38
FIRST/MID OFFICIALS & MGRS	82	51	150	80	2	21	2	2	8	86	63	2	9	1	2	9	1	8	565								
PROFESSIONALS	6	10	33	9	0	7	0	0	1	21	17	1	2	0	3	110											
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1											
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0											
ADMINISTRATIVE SUPPORT	183	331	182	218	7	40	2	14	272	434	22	33	9	40	1787												
CRAFT WORKERS	323	6	186	90	14	58	2	16	3	0	0	1	0	1	700												
OPERATIVES	1794	752	1554	2063	64	555	21	128	565	1666	40	56	15	73	9346												
LABORERS & HELPERS	129	39	59	95	2	16	1	7	19	26	0	1	0	0	394												
SERVICE WORKERS	4	0	4	2	0	1	0	1	0	0	0	0	0	0	12												
TOTAL	2522	1190	2189	2560	89	699	28	175	975	2209	65	102	25	125	12953												
PREVIOUS REPORT TOTAL	2966	2017	2656	3378	112	816	22	227	1277	3094	84	156	22	193	17020												

SECTION F - REMARKS

n/a

DATES OF PAYROLL PERIOD: 11/13/2021 THRU 11/26/2021

SECTION G - CERTIFICATION
 CERTIFYING OFFICIAL: Brandy Gaskin
 EMAIL: Brandygaskin70@gmail.com
 EEO1 REPORT CONTACT PERSON: Brandy Gaskin
 EMAIL: Brandygaskin70@gmail.com

CERTIFIED DATE [EST]: 5/5/2022 3:19 PM
 TITLE: EEO Compliance Manager
 PHONE: 219-308-4859
 TITLE: EEO Compliance Manager
 PHONE: 219-308-4859

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

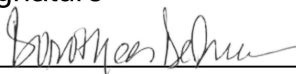
YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Signature  Dorothea DePrisco	Title Assistant Corporate Secretary
Firm Name MV Transportation, Inc.	Date July 21, 2023

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Proposers/Bidder requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document

Proposer/Bidder Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria (not applicable to IFB)**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective proposer/bidders

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

(Name)

(Title)

For County use only

Date SRR Request Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

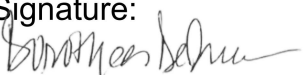
Company Name: MV Transportation, Inc.		
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2		
City: Dallas	State: Texas	Zip Code: 75204
Telephone Number: (323) 422-5946	E-Mail Address: keith.everage@mvtransit.com	
Solicitation/Contract for <u>Athens Shuttle and Lennox Shuttle</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Dorothea DePrisco	Title Assistant Corporate Secretary
Signature: 	Date: July 21, 2023

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

BIDDER MUST CHECK A BOX IN EVERY SECTION

Important Note: *The information on this form is subject to verification. Bidder may submit additional documentation in their Bid to supplement this Form PW-18.1.*

At the time of Bid submission, Bidder must meet the following minimum requirements:

Subcontracting is not allowed to meet any of these minimum mandatory requirements except for maintenance manager.

1. Bidder must be included in the Qualified Contractors List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

Yes. Bidder does meet the minimum mandatory requirement stated above.

No. Bidder **does not** meet the minimum mandatory requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

2. Bidder must have 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 with compressed natural gas-powered, 30 feet or longer heavy-duty, transit buses and/or
- Three years of experience with liquified natural gas-powered, 30 feet or longer heavy-duty, transit buses and/or
- Three years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

Yes. Bidder does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, 30-foot or longer heavy-duty, transit buses.

Name of Service	Athens Shuttle and Lennox Shuttle Services
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	9/1/2004 to Present
Make of Vehicle	El Dorado
Model of Vehicle	Axess

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

Size/Length of Vehicle	35ft
Fuel Type	Compressed Natural Gas (CNG)

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. **The Bid may be disqualified, if incomplete or unresponsive statements are made.**

Please see Section 2 of our Proposal, and detailed client list of similar projects in the appendix.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with liquified natural gas-powered, 30 feet or longer heavy-duty, transit buses.

Name of Service	None
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
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 Bid may be disqualified, if incomplete or unresponsive statements are made.**

(Please attach additional pages if needed.)

Intentionally Left Blank

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

AND/OR

Minimum 3 years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

Name of Service	None
Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
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 Bid may be disqualified, if incomplete or unresponsive statements are made.**

(Please attach additional pages if needed.)

No. Bidder does not meet the experience requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

3. Bidder's Project Manager must have 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 with compressed natural gas-powered, 30 feet or longer heavy-duty transit, buses and/or
 - Three years of experience with liquified natural gas-powered, 30 feet or longer heavy - duty, transit buses and/or
 - Three years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

Yes. Bidder's Project Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, 30 feet or longer heavy duty, transit buses.

Name of the Employee	Stephen Allen
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	Athens Shuttle and Lennox Shuttle Services, 9/1/04 - Present
Make of Vehicle	El Dorado
Model of Vehicle	Axess
Size/Length of Vehicle	35 ft
Fuel Type	Compressed Natural Gas (CNG)

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. **The Bid may be disqualified, if incomplete or unresponsive statements are made.**
Please see Section 3 of our Proposal.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with liquified natural gas-powered, 30 feet or longer heavy-duty, transit buses.

Name of Employee	None
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
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 Bid may be disqualified, if incomplete or unresponsive statements are made.**

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

Name of Employee	None
Name of Service & Dates of Experience (Mo./Yrs. to Mo./Yrs.)	
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 Bid may be disqualified, if incomplete or unresponsive statements are made.**

(Please attach additional pages if needed.)

No. Bidder's Project Manager does not meet the experience requirement stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

4. Bidder or its subcontractor's, if any, Maintenance Manager must have the following minimum number of years of experience maintaining similar fleets of transit vehicles:

- Three years of experience with compressed natural gas-powered, 30 feet or longer heavy-duty, transit buses and/or
- Three years of experience with liquified natural gas-powered, 30 feet or longer heavy-duty, transit buses and/or
- Three years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**



Yes. Bidder or its subcontractor's, if any, Maintenance Manager does meet the experience requirement stated above.

Minimum 3 years of experience with compressed natural gas-powered, 30 feet or longer heavy-duty, transit buses.

Name of the Employee or Subcontractor	Martin Camargo
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	33 years
Make of Vehicle Serviced	El Dorado
Model of Vehicle Serviced	Axess
Size/Length of Vehicle Serviced	35ft
Fuel Type of Vehicle Serviced	Compressed Natural Gas (CNG)

Provide a detailed narrative to support above minimum mandatory requirement by providing detailed information to support the number of years and description of service. **The Bid may be disqualified, if incomplete or unresponsive statements are made.**
Please see Section 4 of our proposal.

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with liquified natural gas-powered, 30 feet or longer heavy-duty, transit buses.

Name of the Employee or Subcontractor	None
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	
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

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

to support the number of years and description of service. **The Bid may be disqualified, if incomplete or unresponsive statements are made.**

(Please attach additional pages if needed.)

AND/OR

Minimum 3 years of experience with propane-powered, 30 feet or longer heavy-duty, transit buses.

Name of the Employee or Subcontractor	None
Dates of Experience Servicing the above type of vehicle (Mo./Yrs. to Mo./Yrs.)	
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 Bid may be disqualified, if incomplete or unresponsive statements are made.**

(Please attach additional pages if needed.)

No. Bidder or its subcontractor's, if any, Maintenance Manager does not meet the experience requirement stated above. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

5. Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the Bidder has not performed services in California, the Bidder must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.

Yes. Bidder does meet the minimum mandatory requirement stated above and has

BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB

ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

received a "**Satisfactory**" rating on the CHP's Safety Compliance Inspections (or passed all reinspections) of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections.

Bidder has received an "**Unsatisfactory**" rating on the CHP's Safety Compliance Inspections of the Bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections, however, has remedied the problem by means of receiving a "**Conditional**" or "**Satisfactory**" rating within the CHP's 120-day reinspection period and/or received a "**Conditional**" rating and upgraded to a "**Satisfactory**" rating within the CHP's 180-day reinspection period as evidenced by the CHP Safety Compliance Inspection reports attached to proposal.

Bidder has not performed services in California; the Bidder has provided copies of a similar vehicle, maintenance facilities or terminals inspection for the prior 3 years by a governmental agency.

No. Bidder 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 Bidder will have failed these criteria. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

6. Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the Bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the Bidder must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Service Vehicle Requirements.

Yes. Bidder does meet the spare service vehicle(s) requirement stated above.

Bidder does not meet the spare service vehicle(s) requirement stated above at present, but fully intends to comply if awarded the contract. The Bidder will comply with the spare service vehicle requirements set forth in this IFB. (This commitment is evident by Bidder's detailed plan which describes when and how the Bidder plans to meet the minimum required contractor spare vehicle requirements submitted in the Bid.)

No. Bidder does not meet the spare service vehicle(s) requirement stated above and does not intend to comply. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

7. Bidder must submit copies of its employees' valid State of California Department of Motor Vehicles Class B (with a minimum of a "P" endorsements) commercial driver's licenses, as well

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

as any other required licenses or endorsements required by Federal, State, and local regulations. If the Bidder's employees do not meet the commercial driver's licenses requirement at the time of submission, but fully intends to comply if awarded the contract, the Bidder must provide an affirmative statement that upon the start of the contract the Bidder will comply with this requirement.



Yes. Bidder must submit copies of its employees' valid State of California Department of Motor Vehicles (DMV) Class B (with a minimum of a "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. (In addition to responding on this form, please provide copies of the driver's licenses in your Bid and provide the names of the staff assigned to this Contract and indicate type of certification they possess to support this minimum mandatory requirement).

Employees with DMV Class B (with a minimum of a "P" endorsements)		
Employee Name	Class of Driver's License	"P" endorsement or Higher (Yes or No)
Bobbie Donaldson	B	Yes
Damond Bryant	B	Yes
Joel Cruz	B	Yes
Kenya Compton	B	Yes



Bidder's employee does not meet the commercial driver's licenses requirement stated above at present, but fully intends to comply if awarded the contract.



No. Bidder did not submit copies of its employees' valid State of California Department of Motor Vehicles (DMV) Class B (with "P" endorsement) commercial driver's licenses as well as any other required licenses or endorsements required by Federal, State, and local regulations. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

8. Bidder 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 Bidder must submit an affirmative statement that all of Bidder's maintenance personnel assigned to this contract within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**



Yes. Bidder's mechanic staff does meet the certification requirement stated above. In addition to responding on this form, please provide the names of all mechanic staff assigned to this Contract and indicate type of ASE certifications they possess, if any on the chart below. If the employee does not have ASE Certificate, please indicate N/A.

Mechanics with ASE Certifications		
Employee Name	Types of Certifications (List multiple, if applicable)	Directly Employed by the Contractor (Yes or No)
Alejandro Montes	ASE Master Automobile Technician/Alternate	Yes
	Fuels Technician/Transit Bus Technician	
	School Bus Technician/Medium/Heavy Truck	



Bidder does not currently employ personnel that meet the requirement; however, Bidder's maintenance personnel assigned to this Contract, within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brake Test.

Complete the chart below. List all mechanic staff assigned to this Contract.

Mechanics Assigned to this Contract	
Employee Name	Types of Certifications (List multiple, if applicable)
Alejandro Montes	ASE Master Automobile Technician/Alternate Fuels
	Technician/Transit Bus Technician/School Bus Technician
	Medium/Heavy Truck Technician/Advanced Level Specialist



No. Bidder's mechanic staff assigned to this Contract does not meet the certification requirement stated above and the request to affirmative statement will not be provided. **By checking this box, your Bid submission will be immediately disqualified as nonresponsive.**

9. Bidder shall submit a proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an EPA-approved program or the equivalent ASE Refrigeration Recovery and Recycling Program certification for at least one member of their maintenance personnel identified above.



Yes. Bidder does meet the certification requirement stated above. (In addition to

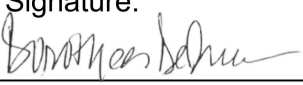
**BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

responding on this form, please submit a copy of the certification of mechanic staff assigned to this Contract and indicate type of certification they possess, e.g. MACS or equivalent.)

Employee Name	Type of Certification	Directly Employed by the Contractor (Yes or No)
Alejandro Montes	MACS	Yes

No. Bidder does not meet the certification requirement stated above. By checking this box, your Bid submission will be immediately disqualified as nonresponsive.

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the bid may be rejected at the sole discretion of the County.

Signature: 	Title: Assistant Corporate Secretary
Firm Name: MV Transportation, Inc.	Date: July 21, 2023

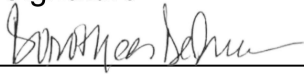
DISPLACED TRANSIT EMPLOYEE DECLARATION

In accordance with California Labor Code Sections 1070-1074, the County will give a preference to any proposer who declares on this form that they will retain the employees of the prior Contractor and/or Subcontractor. The undersigned declares:

that the Proposer will retain the employees of the prior Contractor and/or Subcontractor for a period of not less than 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will be given.

OR

that the Proposer does NOT agree to retain the employees of the prior Contractor or Subcontractor for a period of 90 days pursuant to California Labor Code 1070-1074. If this box is checked, the 10 percent preference will NOT be given.

Signature 	Title Dorothea DePrisco, Assistant Corporate Secretary
Firm Name MV Transportation, Inc.	Date July 21, 2023

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION


Company Name: MV Transportation, Inc.		
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2		
City: Dallas	State: Texas	Zip Code: 75204
Telephone Number: (323) 422-5946	E-Mail Address: keith.everage@mvtransit.com	
Solicitation/Contract for <u>Athens Shuttle and Lennox Shuttle</u> Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Dorothea DePrisco	Title Assistant Corporate Secretary
Signature: 	Date: July 21, 2023

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

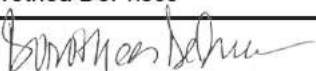
The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: MV Transportation, Inc.			
Company Address: 2711 N. Haskell Avenue, Suite 1500 LB-2			
City: Dallas	State: TX	Zip Code: 75204	
Telephone Number: (323) 422-5946	Facsimile Number: (707) 446-4177	E-Mail Address: keith.everage@mvtransit.com	
Awarding Department: Public Works		Contract Term: 1 year with (4) 1-year options	
Type of Service: Athens Shuttle and Lennox Shuttle Services			
Contract Dollar Amount: TBD		Contract Number (if any): IFB BRC0000435	
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Dorothea DePrisco	TITLE: Asst. Corporate Secretary
SIGNATURE: 	DATE: July 6, 2023

CONTRACT EXTENSION AGREEMENT

This Agreement is entered into by, and between, Teamsters Local 848 and MV Transportation (herein after, "Parties") covering Division 14 (Paramount) and Teamsters Local 848 representing employees in all revenue agreements under the Division 14 umbrella as currently agreed upon the Parties.

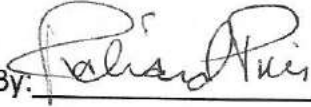
Whereas, Teamsters Local 848 and MV Transportation , are Parties to a collective bargaining agreement ("CBA"), and this agreement expire on June 30, 2023 and the Parties desire to engage in collective bargaining for purposes of negotiating a successor CBA, the Parties agree to as follows:

Now, therefore, in consideration of the mutual covenants contained herein, the Parties agree:


1. Beginning July 1, 2023, the Parties collective bargaining agreement shall continue in full force and effect and shall automatically continue day -to-day basis until either party serves upon the other, a written notice of desire to terminate twenty-four (24) hours prior to the desired termination date.
2. The Parties agree to bargain in good faith until impasse is reach, or a tentative agreement is reach on a successor agreement.
3. MV agrees to pay and negotiated retroactive pay to all affected employees back to the date of the prior CBA agreement expires only under the terms negotiated by the Parties during the collective bargaining process.

All Parties have read and understand the Agreement. They acknowledge their understanding and acceptance by signing below.

MV Transportation

By:  7/6/23
Date

Teamsters Local 848

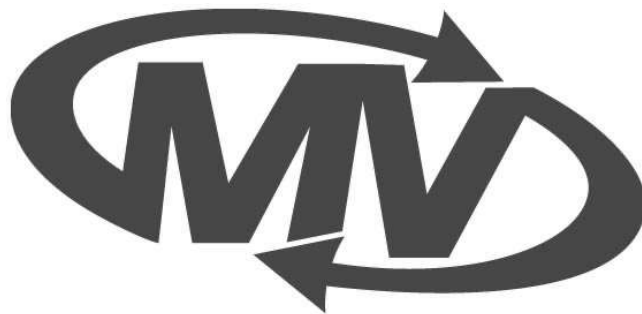
By:  7:6/23
Date

AGREEMENT
BETWEEN
TEAMSTERS LOCAL 848



AND

MV TRANSPORTATION INC.



PARAMOUNT

DRIVERS, ROAD SUPERVISORS AND DISPATCHERS

July 1, 2020 through June 30, 2023

Table of Contents

ARTICLE 1 – TERM OF AGREEMENT	2
ARTICLE 2 - RECOGNITION	2
ARTICLE 3 – PARTICIPATION	3
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 – REPRESENTATIVES' RIGHTS	7
ARTICLE 6 – BULLETIN BOARDS	8
ARTICLE 7 – COMPLIANCE WITH LAW	9
ARTICLE 8 – AFFIRMATIVE ACTION	9
ARTICLE 9 – NO STRIKE, NO LOCKOUT	9
ARTICLE 10 - DISCIPLINE	10
ARTICLE 11 – GRIEVANCE PROCEDURE	15
ARTICLE 12 – CATEGORIES OF EMPLOYEES	17
ARTICLE 13 – HOURS OF WORK & PAY	18
ARTICLE 14 – SENIORITY	19
ARTICLE 15 - DRIVER BIDDING	22
ARTICLE 16 – ROAD SUPERVISOR AND DISPATCHER BIDDING	23
ARTICLE 17 – DRUG AND ALCOHOL PROGRAM	24
ARTICLE 18 BREAKS & LUNCHES	24
ARTICLE 19 – COMPLETE AGREEMENT	26
ARTICLE 20 – AUTHORIZED DEDUCTIONS	26
ARTICLE 21 – ITEMIZED STATEMENTS	27
ARTICLE 22 – JURY DUTY	27
ARTICLE 23 - FUNERAL LEAVE	28
ARTICLE 24 – LEAVES OF ABSENCE	28
ARTICLE 25 - TRANSFER RIGHTS	29
ARTICLE 26 – SANITARY CONDITIONS	30
ARTICLE 27 – PARKING	30
ARTICLE 28 - BONUS/INCENTIVE PROGRAMS	30
ARTICLE 29 - SAVINGS CLAUSE	31
ARTICLE 30 – DURATION	32
APPENDIX "A" – WAGES	33
APPENDIX "B" - BENEFITS	36

ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective July 1, 2020, 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 full-time, part-time, and part-time casual drivers, Road Supervisors, and Dispatchers employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations, and in accordance with Article 2, Section 3 of this agreement.

1. Norwalk
2. Athens/Lennox
3. City of Compton
4. City of Downey
5. Firestone/Florence
6. Willowbrook (Fixed Route)
7. Willowbrook (Para-Transit)
8. Lawndale
9. Avocado Heights (Operated out of West Covina)

All located at: 7209 Rosecrans, Paramount, CA 90723

La Mirada

Located at: 15677 Phoebe Ave, La Mirada, CA 90638

Whittier

Located at: 7333 Greenleaf Ave, Whittier, CA 90602

But excluding warehouse employees, mechanics and similar maintenance employees, office clerical employees, managerial employees, guards, and supervisors as defined

by the National Labor Relations Act.

Section 2.3 - New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

ARTICLE 3 – PARTICIPATION

Section 3.1 – Purpose: It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union’s costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership: An employee assigned to a covered classification who is employed by the Company during the term of this agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee’s completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee’s start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 – Checkoff: The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction: It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such

fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted: Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership: In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company. The Union agrees that there shall be no demand for termination of any employee who has not first been contacted by the Union within 30 days before a 7 day notice is sent to the employee. A copy of the 7 day notice must be sent to the Company and the employee seven days before any demand for termination may be made. And no employee shall be terminated under the terms of this Article who has not first received a 7 day notice from the union.

Section 3.7 – Indemnification: The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 - Company Rights: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial fights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; and recall to work.

- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
- (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
- (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
- (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights: The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In

the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 - Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the "Client." The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation.

However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

It is understood that the Union has the option to seek legal remedy from the client should a dispute arise over Client mandated work rules, or a due process concern over removal of an employee from service. However, the Union agrees to seek a resolution directly with the Company before resorting, to other legal remedies.

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 process. Will be performed by a General Manager, Operations Manager or Regional Vice President, or their management designee. 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 or designee, 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.

(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 ten (10) 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 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 (e.g. 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, cell phone, and Major Work Rule violations shall be used by the Company to determine proper and/or progressive discipline for violations as stated in those sections of the Handbook/policies, subject to just cause, as stated in this Section (10.2).

Section 10.3 - Work Rules: The Company will issue all employees a current MV Employee Handbook, and other policies outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation policy or Handbook, the Company will issue an addendum/revision to the affected policy document, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will

notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions: The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other

certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.

- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup while performing para-transit work duties.
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.
- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic

violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 10.5 – Attendance: The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On three (3) 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 NW 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 shall be used by the Company to determine Safety discipline subject to the just cause provision as stated in Section 10.2 of this agreement.

Section 10.7 – Safe Vehicles: The Company and the Union mutually agree that equipment and operational safety is a priority. All unsafe situations shall be reported to the Company as soon as possible. The Company shall make every reasonable effort to resolve any reported unsafe conditions as soon as practicably reasonably possible. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle. A final determination as to the safety of all Company equipment shall be determined by management or their

authorized designee (eg, a Company Mechanic directed by management to make such a determination. In order to assist in the pre-grievance resolution of a dispute related to this Article, the Union may review non-confidential and non-proprietary operational incident reports concerning safety & health subjects. It is understood by the parties that an operator has certain legal rights to refuse to drive an unsafe vehicle so long as the operator can demonstrate that the vehicle in question is indeed unsafe to drive.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 11.1 – Definition: A grievance is a claim that the Company has violated an express, specific provision of this Agreement. In the event such a claim is made, the following procedures must be followed:

Section 11.2 – Filing a Grievance: The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The written grievance must be presented by the employee or the Union to the General Manager or his designee within fifteen (15) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fifteen (15) business days will be deemed a waiver of the grievance.

STEP 1

Such grievance will be presented in writing to the General Manager, or his designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the General Manager. A representative of the Union shall accompany the employee, if requested. If the General Manager or his designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the General Manager or his designee will provide a written answer to the Union within seven (7) business days after the date of the meeting.

STEP 2

If the grievance is not resolved in Step 1, the Union must refer the grievance in writing to the Company Director of Labor Relations, or his designee within ten (10) business days after receipt of the Step 1 decision. Failure of the Union to request Step 2 within the ten calendar days shall constitute a waiver of the grievance. Upon receipt of the written Step 2 grievance:

(a) The Director of Labor Relations, or his designee, and a representative of the Union will meet in person or via conference call within ten (10) business days after the receipt of the referral. The grievant will be invited to participate in this Step 2 hearing.

(b) If the parties are unable to arrive at a satisfactory settlement during the meeting, within ten (10) business days of the meeting the Director of Labor Relations, or his designee, will provide a written answer to the Union.

STEP 3

If the grievance has not been settled in Step 1 or Step 2, the Union may, within ten (10) business days of receipt of the Company's Step 2 decision, submit the grievance to an arbitrator. Failure of the Union to request arbitration within the ten calendar days of the Company's Step 2 response shall constitute a waiver of the grievance by the Union and the employee.

Section 11.3 – Expedited Procedure: The Company and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- (a) Both parties must mutually agree to expedited arbitration to resolve a specific grievance, and legal counsel will not be used as advocates.
- (b) The hearing will be informal
- (c) No briefs will be filed
- (d) Formal rules of evidence will not be strictly followed.
- (e) The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event will render a decision within 48 hours after the conclusion of each hearing
- (f) The arbitrator's decision will be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion
- (g) The arbitrator's decision will be final and binding upon the parties. An arbitrator who issues a bench decision will furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing
- (h) No decision by an arbitrator in this expedited process will be deemed to establish practice or any precedent for future proceedings
- (i) The fees of the arbitrator will be borne equally by both parties

- (j) No decision by an arbitrator in the expedited process will be deemed to establish practice or any precedent for future proceedings.

Section 11.4 – Arbitrator Selection: If the expedited arbitration procedure is not selected by the parties, the Company and Union will mutually select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. This selection will be completed within ten (10) business days, if possible. The decision of the impartial arbitrator will be final and binding on the parties hereto. The fee, if any, of the impartial arbitrator will be borne equally by the parties hereto. All other mutually agreed to expenses of arbitration, excluding legal fees, are to be divided equally between the parties hereto. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement, nor shall the arbitrator have the power to order the Company to do anything that will cause the Company to violate any provision of its Agreement with the client.

ARTICLE 12 – CATEGORIES OF EMPLOYEES

Section 12.1 – Regular Full-Time: Employees whose regular scheduled bid is at least thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Full-Time.

Section 12.2 – Regular Part-Time: Employees whose regular scheduled bid is less than thirty-two and one half (32.5) hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 – Part-Time Casual: Part-time employees who are regularly scheduled to work less than thirty-two and one half (32.5) hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 – Classification Change: Part-time employees may be requested to work more than thirty-two and one half (32.5) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. Nothing in this Article shall be construed as a guarantee of hours. It is understood that in the event of an urgent demand to fill any open shift, the Company may assign that work to any qualified Company employee from within or outside the bargaining unit.

Section 12.5 – Cross-Utilization: It is agreed to by the parties that all employees in the bargaining unit may, from time to time be required to perform dispatch, road supervisor, or driver duties, provided they are qualified to perform the work assignment. Additionally, employees may be called upon to perform work as stated above, on any revenue agreement within Division 14, Paramount, as listed in “Article 2, Recognition” of this agreement.

ARTICLE 13 – HOURS OF WORK & PAY

Section 13.1 Driver Pre-trip Duties: Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The Company will pay twelve (12) minutes for performing the required pre-trip duties. When performing a relief, the Operator will perform safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees will not be paid any time for clocking in prior to his scheduled time unless instructed to do so by a supervisor. Each employee shall be allowed a five (5) minute "grace period" for every sign-on. Employees shall not be penalized for signing on five (5) minutes or less after their Scheduled Report Time.

Section 13.2 - Driver Post-trip Duties: An operator's paid time ends after their last trip is performed and the vehicle is refueled (if required), returned to the yard, the vault is pulled (if required), and the post-trip is completed, and all required paperwork is completed and turned in. It shall be considered a major violation of Company Work Rules, and subject to discipline up to and including termination, to intentionally and unnecessarily extending "dead head" time when returning to the yard and/or the completion of any and all post-trip duties.

Section 13.3 - All Employee Workweek: The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.4 -Overtime:

- a) Drivers: Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week.
- b) Road Supervisors and Dispatchers: Unless otherwise stated in this agreement.

time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).

Section 13.5 - Driver Scheduled Hours - Fixed Route: The Company agrees not to make arbitrary changes to existing bid routes. Changes may be made during general bids as stated in Article 15 of this agreement. However, changes may be made when caused by an act of God, natural disaster, when mandated by the client, to maintain the efficiency of operations as determined by management, or to meet other verifiable operational needs beyond the control of the employer. The Company shall not abolish existing routes solely for the purpose of moving work to part-time positions.

In the event that changes to a given route need to be made due to one of the reasons stated above, the Company agrees to eliminate and revise the affected route or routes. The revised route or routes shall then be bid in accordance with the Bidding Article section entitled "Single Open Piece of Work".

13.6- Driver Scheduled Hours - Para-transit: Due to the nature of Para-transit work, there shall be no guaranteed hours per day or per week.

13.7 - Driver Standby Assignment: Drivers working standby shall be guaranteed two (2) hours per scheduled report.

13.8 - Road Supervisor and Dispatcher Scheduled Hours: Regular shifts will normally be eight (8) hours in five (5) work days (or 5/8's). However, the parties agree that the Company may create alternative workweek schedules that are available for bid. Alternative work schedules will consist of four ten-hour days (4/10 shifts).

ARTICLE 14 – SENIORITY

Section 14.1 – Definition: Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff: When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the

most seniority will be the first one recalled from layoff.

Section 14.3 – Use: Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service: Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List:

- a) Driver: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. One seniority roster will be maintained for all employees. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.
- b) Road Supervisor and Dispatcher: Within 30 days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority will be posted in a conspicuous place at the place of employment. Each yard will have a separate seniority list. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period: All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken: Continuity of service will be broken and seniority

will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled workdays.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken: Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

Section 14.9 – Road Supervisor/Dispatcher Seniority: Initial Supervisors / Dispatchers bidding seniority shall be in the order it is currently in at the time of ratification. As new supervisor/dispatchers are hired or promoted, those employees shall be placed in the order of their arrival into the Road Supervisor/Dispatcher classification for seniority purposes. If more than one employee starts on the same day, seniority order shall be determined in the following manor. Road Supervisors and Dispatchers shall be considered the same classification for the purposes of this agreement.

1. Earliest Current Union employee seniority date
2. Earliest Company adjusted hire date
3. Lottery system. Draw numbers out of a hat

For benefit purposes, supervisors/dispatchers shall use their Company hire date, or adjusted hire date, whichever is earlier.

The supervisor's/dispatcher's wage rate shall be determined by their years of service within the Division 14 supervisor/dispatcher classification.

ARTICLE 15 - DRIVER BIDDING

Section 15.1 - Procedure: The Company shall conduct General Bids at least 2 6-6 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 any Division listed in Article 2 of this agreement. 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 any division listed in Article 2 of this agreement, 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 any Division listed in Article 2 of this agreement, 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.)

ARTICLE 16 – ROAD SUPERVISOR AND DISPATCHER BIDDING

Section 16.1 – Procedure: The Company shall conduct separate General Bids at least once each year, at a time determined by the Company.

Section 16.2. General Bid: Employees must be qualified to perform work on the piece of work for which they are bidding at the time of the bid as determined by the

Company.

Section 16.3 – Qualifications: It is understood that qualifications for positions at each yard may be different (Trapeze, demand response, routing, etc.). Therefore, minimum qualifications for open positions at a particular yard shall be determined by management at the time of the bid. It shall be understood that employees shall be required to meet the minimum qualifications for an open position in order to be selected for that position. At the time of the bid any employee currently working in a particular position shall be considered qualified for any open position within their classification at the same yard.

Section 16.4 – Selection: Preference for position/shift selection shall be by the most senior qualified employee in the following order:

1. Within each yard (e.g. 14 – Paramount, 154 – La Mirada, 169 – Whittier)
2. Within other Divisions under the Paramount umbrella
3. Outside hire

Section 16.5 – Cross-Training: All Road Supervisors and Dispatchers shall receive cross-training on an as-available basis for all Road Sup and Dispatch positions at the yard in which they work. Training pay shall be at the employee’s current regular rate of pay for their classification.

Employees may be given the opportunity to train at a different yard under the Paramount umbrella on a voluntary basis provided it is reasonably feasible for the Company to provide such training from an operational standpoint. Training assignments shall be at the sole discretion of management.

ARTICLE 17 – DRUG AND ALCOHOL PROGRAM

Employees will comply with MV Transportation’s Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

ARTICLE 18 BREAKS & LUNCHES

Section 18.1 - 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 1/2) 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 18.2 - 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 any time, 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 19 – COMPLETE AGREEMENT

Section 19.1 - Sole Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 19.2 - Waiver of Bargaining During Term: Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

ARTICLE 20 – AUTHORIZED DEDUCTIONS

Section 20.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 20.2 – D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “Weeks Worked” excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employee’s paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the month following the date on which the money was deducted from the employee’s paycheck.

Section 20.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

ARTICLE 21 – ITEMIZED STATEMENTS

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (e.g. Holiday weeks, payroll system malfunction, employee error, etc.).

ARTICLE 22 – JURY DUTY

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

ARTICLE 23 - FUNERAL LEAVE

Section 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 three (3) 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 24 – LEAVES OF ABSENCE

A. Personal Leave: Non FMLA: Leaves of absence may be granted at the Company's discretion for up to thirty (30) calendar days within any twelve (12) month period. At the Company's discretion, a personal leave may be extended by up to 30 days within the 12 month period. Employees shall be required to utilize all available vacation time in excess of 40 hours during a non FMLA leave, excluding previously scheduled vacation time. Said leave may be granted at the Company's discretion to non-probationary employees with one (1) year or more seniority, upon receipt of a written request from the employee stating the reason for the requested leave. If the leave request is due to the employee's own medical condition, the employee must provide a medical certification prior to returning to work. If the employee is returning to a safety sensitive position, and has been out for more than 90 consecutive days, the employee must take a pre-employment drug test. In addition, if the employee is returning to a safety sensitive position he/she may be required to undergo a physical examination at MV's expense.

B. Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

C. Military Leave: The Company will comply with provisions of the Veteran RE-

Employment Rights Act.

D. Request for Leave: A request for leave of absence must be made two (2) weeks in advance when possible, in writing by the employee and approved in writing by the Company. In cases of emergency, the employee must present proof of such emergency.

E. Misuse of Leave: An employee using a leave of absence as a subterfuge, or accepting employment elsewhere while on leave of absence will forfeit seniority rights and will be terminated from employment. Employees that do not return for their assigned duties upon expiration of the leave of absence will be terminated.

F. Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

ARTICLE 25 - TRANSFER RIGHTS

Section 25.1 - Transfer out of any Division listed in Article 2: An employee may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager, or designee, shall notify the employee whether the transfer has been accepted or rejected.

Section 25.2 - Transfer into of any Division listed in Article 2: An employee accepted for transfer shall begin to accrue site seniority beginning from the date the employee begins work at the Division. The transferring employee shall retain Company seniority from the other location for purposes of wage progression and benefits. It is generally understood that the employee's wages will remain at the same rate until the contract catches up with the employee's wage rate if he/she is making more than the current scale. However, the Employee'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 employee will be brought to scale.

Section 25.3: All employment referred to in this Article shall be subject to the

qualifications of the affected employee.

ARTICLE 26 – SANITARY CONDITIONS

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

ARTICLE 27 – PARKING

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

ARTICLE 28 - BONUS/INCENTIVE PROGRAMS

Section 28.1 - Program Implementation: The Company may, from time to time establish separate bonus/incentive programs for safety, operator employee retention, etc. These bonuses shall be established for each classification separately at the sole discretion of the Company. The Company shall not be required to offer the same bonus program to all classifications. 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.

Road Supervisor Participation: Road supervisors shall receive a prorated portion of any driver safety bonus based on the number of hours they spent driving during the bonus period. The prorated portion shall be based on 1820 hours annually.

ARTICLE 29 - SAVINGS CLAUSE

Section 29.1 – Validity of Provisions. If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 29.2 - Renegotiation. If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 29.3 – Living Wage Ordinances. This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

ARTICLE 30 – DURATION

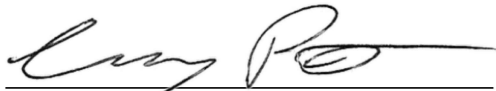
Section 30.1 - Effective Date: This Agreement shall be in force and effect from July 1, 2020 through 12:00 midnight June 30, 2023.

Section 30.2 - Renewal: It is the intent of the parties that a successor Agreement to this one shall be completed prior to the expiration date provided in Section I of this Article, and that all of the terms of such successor Agreement be agreed upon without any interruption of the Company's business and without either the Company or the Union engaging in economic activity against the other. The Company and the Union therefore agree to commence negotiations on a successor Agreement sufficiently in advance of the expiration date provided in Section I of this Article to allow for a settlement to be reached.

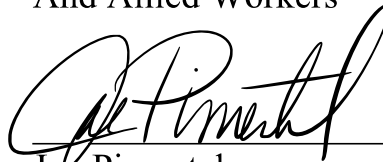
IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY
MV Transportation, Inc.

FOR THE UNION
Teamsters Local 848,
Wholesale Delivery Drivers,
Salespersons, Industrial
And Allied Workers



Casey Pratt
Director Labor Relations



Joe Pimentel
Business Agent

January 26, 2021
Date

Date

APPENDIX "A" – WAGES

A one-time ratification bonus of \$200.00 shall be paid to all bargaining unit members actively employed and working for the Company as of 1/11/2021. The bonus is contingent upon this Tentative Agreement being ratified by the membership on or before 1/18/2021.

For the Drivers:

- **Non-LA County drivers** outside the Wage Table: For employees who have 6 or more years of service at ratification will receive a 4% increase on 1/1/2021 and a 4% increase on 1/1/2022 and a 4% increase on 1/1/2023.
- **Non-LA County drivers** inside the Wage Table: Employees in the wage table on date of ratification shall progress through the wage table, but top out at the five year rate, and remain in the wage table for the duration of this agreement.

Non-LA County Drivers inside of the table:

	Current	1/1/2021	1/1/2022	1/1/2023
Starting	\$14.50	\$15.08	\$15.68	\$16.31
After 6 Months	\$14.75	\$15.34	\$15.95	\$16.59
After 1 Year	\$15.00	\$15.60	\$16.22	\$16.87
After 2 Years	\$15.25	\$15.86	\$16.49	\$17.15
After 3 Years	\$15.50	\$16.12	\$16.76	\$17.44
After 4 Years	\$15.75	\$16.38	\$17.04	\$17.72
After 5 Years	\$16.00	\$16.64	\$17.31	\$18.00

Two raises per year until top rate.

- All LA County Drivers - Willowbrook DAR King Medical, Athens/Lennox, Avocado Heights, Florence/Firestone Drivers:

LA County Drivers:

1/1/2021	1/1/2022	1/1/2023
\$16.64	\$17.31	\$18.00

For the Road Sups and Dispatchers

- Outside the Wage Table: For employees who are already outside the wage table with 6 or more years of service at ratification, they will receive a 4% increase on 1/1/2021, a 4% increase on 1/1/2022 and a 4% increase on 1/1/2023.
- Inside the Wage Table: Employees in the wage table on date of ratification shall progress through the wage table, but top out at the five year rate, and remain in the wage table for the duration of this agreement.

Road Supervisors and Dispatchers

	Current	1/1/2021	1/1/2022	1/1/2023
Starting	\$15.50	\$16.12	\$16.76	\$17.44
After 1 Year	\$16.00	\$16.64	\$17.31	\$18.00
After 2 Years	\$16.25	\$16.90	\$17.58	\$18.28
After 3 Years	\$16.50	\$17.16	\$17.85	\$18.56
After 4 Years	\$16.75	\$17.42	\$18.12	\$18.84
After 5 Years	\$17.00	\$17.68	\$18.39	\$19.12

Two raises per year until top rate.

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: 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. No employee shall receive more than one times the applicable straight time/overtime rate for any given period of time worked.

Payroll Note #4: Minimum Rates: The rates of pay provided in the Table of Rates in this Appendix are minimums. No employee may be paid at a rate lower than that provided for his/her classification as stated in the wage tables 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. The Company shall also increase a driver's wage rate in order to comply with any legal requirement related to County, State, or Federal minimum wage law where such law does not provide for an exclusion/waiver for employees whose wages are determined by a collective bargaining agreement (CBA). Increases shall be in accordance with the applicable law and as expressed elsewhere in this a agreement. In such case where an exclusion or waiver exists, the CBA shall prevail for applicable wage rates and/or benefits.

Payroll Note #5: 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.

Payroll Note #6: LA County Minimum, State and Federal Minimum Wage Increases/Living Wage Ordinances: All employees who perform work within LA County, as determined by the LA County Minimum Wage Ordinance (LCMWO). An employee's wage rate will only be increased to the higher LA County minimum wage rate when an employee's work assignment qualifies for the increased rate at determined by the LCMWO. Work performed by any employee whose work assignment does not qualify for the increased LCMWO rate shall be the employees regular rate of pay plus overtime/premium pay as appropriate.

APPENDIX "B" - BENEFITS

401 (K) PLAN - TEAMSTER PENSION PLAN

Teamsters SIP 401K Plan:

On the first day of the first full pay period after 10/20/2017 or on the first of the month after six (6) months of employment with the Company the employer will offer an optional 401K savings plan for all employee's.

TEAMSTERS PENSION PLAN

January 1, 2018 the Company shall contribute ten cents (\$0.10) per hour for each hour for which compensation is paid. Beginning July 1, 2018, the Company shall contribute twenty-five cents (\$0.25) per hour (an additional \$0.15 from what was contributed in January 2018) for each hour for which compensation is paid. Beginning July 1, 2020, the Company shall contribute fifty cents (\$0.50) per hour (an additional \$0.25 from what was contributed in July 2018) for each hour for which compensation is paid.

January 1, 2018	\$0.10 for each hour compensated
July 1, 2018	\$0.25 for each hour compensated
January 1, 2020	\$0.50 for each hour compensated

Remittance of Pension Wages:

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The employer agrees to abide by such rules as may be established by the trustees of said trust to facilitate the determination of the *hours* for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on accounts of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

PAID HOLIDAYS

Section 1 - Enumerated Holidays: Each full-time, non-probationary employee shall receive pay for each of the following holidays:

- | | |
|------------------|---------------|
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

New Year's 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.

SICK LEAVE

Employees shall receive four (4) sick days (32 hours) of sick leave each year in accordance with the California Paid Sick Leave Act. As provided for in the law, no attendance points will be assessed for use of these four sick days.

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, qualified employees and their dependents on the first day of the month following sixty (60) days of employment with the Company.

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 20th day of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Section 2 - Qualified Employee Defined: Qualified employee shall become qualified in accordance with the terms of the Patient Protection and Affordable Care Act (PPACA) or other governing health care law.

Have made through payroll deduction, all contributions required.

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.

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 qualified 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 rates below toward the total cost of the premium for selected coverage through payroll deduction. There shall be no cash in lieu of benefits.

The Company may contribute an amount that is higher than those contained in

Kaiser Low Option, Dental HMO, Vision, Landmark ChiroAcu	Monthly Employer Cost	Monthly Employee Cost
Employee Only	90%	10%
Additional Cost for Employee + 1	70%	30%
Additional Cost for Employee + Family	70%	30%

the table above in order to remain in compliance with the affordability standards set forth in the PPACA or other governing health care law.

Section 6 - Waiver of Coverage: Eligible employees may waive their Group Health & Welfare benefits by submitting a completed trust waiver form.

Section 7 - Healthcare Reopener: Should any insurance plan(s) required under the collective bargaining agreement subject the Employer to an excise tax or penalty under Federal or State law and/or the plan administrator modifies the terms of the plan(s), the parties agree to reopen the CBA at that time for the limited purpose of negotiating an alternative plans(s) and/or other aspects of this Health Insurance section. The plans and contributions stated in this section shall remain compliant with the ACA or other governing health care law, if applicable, throughout the term of this Agreement.

PAID VACATION / PTO

Section 1: Full-time employees shall receive vacation with pay each year, as follows:

- Employees hired before 12/03/2017 shall receive their accrued vacation allotment on July 1st of each year of this agreement.
- Employees hired on or after 12/03/2017 shall receive their accrued vacation allotment on their anniversary date in each year of this agreement.

Years of Full-time employment	Vacation
• After one full year of employment	40 hours
• After three full years of employment	80 hours

- After ten full years Supervisors & Dispatchers 120 hours
- After fifteen full years Drivers 120 hours

Starting May 1, 2020 Vacation

- After twelve full years Drivers 120 hours
- After twenty full years All Employees 160 hours

In order to receive full vacation, a full-time employee must have worked at least 1820 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1820 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2 - Holiday during Vacation: Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3 - Vacation Bidding: Vacation bids will be posted two (2) times a year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance and be approved by the immediate supervisor.

Section 4 - Cash Out: Employees may cash out vacation in January, April, July, and October of each year of this agreement. In the event of hardship, employees may also cash out vacation in accordance with the Company's Vacation Cash Out policy.

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.

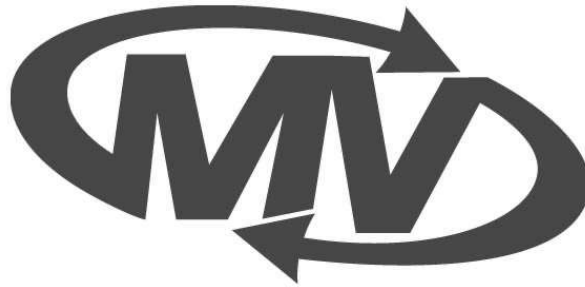
(e.g. 40 hours vacation has an accumulation cap of 70 hours)

**AGREEMENT
BETWEEN
TEAMSTERS LOCAL 848**



AND

MV TRANSPORTATION INC.



PARAMOUNT

Maintenance Employees

July 1, 2020 through June 30, 2023

Table of Contents

ARTICLE 1 – TERM OF AGREEMENT	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 – PARTICIPATION	4
ARTICLE 5 – REPRESENTATIVES’ RIGHTS	8
ARTICLE 6 – BULLETIN BOARDS	9
ARTICLE 7 – COMPLIANCE WITH LAW	9
ARTICLE 8 – AFFIRMATIVE ACTION	10
ARTICLE 9 – NO STRIKE, NO LOCKOUT	10
ARTICLE 11 – GRIEVANCE PROCEDURE	15
ARTICLE 12 – CATEGORIES OF EMPLOYEES	18
ARTICLE 13 – HOURS OF WORK & PAY	18
ARTICLE 14 – SENIORITY	19
ARTICLE 15 – MECHANIC WORK ASIGNMENTS	21
ARTICLE 17 – DRUG AND ALCOHOL PROGRAM	22
ARTICLE 18 – BREAKS & LUNCHESES	22
ARTICLE 19 – COMPLETE AGREEMENT	24
ARTICLE 20 – AUTHORIZED DEDUCTIONS	24
ARTICLE 21 – ITEMIZED STATEMENTS	25
ARTICLE 22 – JURY DUTY	25
ARTICLE 23 – FUNERAL LEAVE	25
ARTICLE 24 – LEAVES OF ABSENCE	26

ARTICLE 25 –TRANSFER RIGHTS	27
ARTICLE 26 – SANITARY CONDITIONS	27
ARTICLE 27 – PARKING	28
ARTICLE 28 – BONUS/INCENTIVE PROGRAMS	28
ARTICLE 29 – SAVINGS CLAUSE	28
ARTICLE 30 – DURATION	29
APPENDIX "A" – WAGES	30
APPENDIX "B" – BENEFITS	31
401 (K) PLAN - TEAMSTER PENSION PLAN	31
PAID HOLIDAYS	31
SICK LEAVE	31
HEALTH INSURANCE	32
PAID VACATION / PTO	32

ARTICLE 1 – TERM OF AGREEMENT

This Agreement is entered into effective July 1,2020, 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 full-time, part-time and part-time casual Mechanics, Utility, Fueler, Washer Maintenance Employees, and Parts Clerks employed by MV Transportation working under any revenue contract within Division 14 at any of the following locations, and in accordance with Article 2, Section 3 of this agreement.

1. Norwalk
2. Athens/Lennox
3. City of Compton
4. City of Downey
5. Firestone/Florence
6. Willowbrook (Fixed Route)
7. Willowbrook (Para- Transit)
8. Lawndale
9. Avocado Heights (Operated out of West Covina)
10. Palos Verdes
11. West Covina

All located at:
7209 Rosecrans, Paramount, CA 90723

La Mirada
Located at: 15677 Phoebe Ave, La Mirada, CA 90638

Whittier
Located at: 7333 Greenleaf Ave, Whittier, CA 90602

From time to time, the Company may utilize Paramount bargaining unit employees to perform maintenance work at other locations other than those listed above as determined by the Company. The Company shall have the right to make these assignments on a temporary or intermittent basis based on operational needs as determined by the Company. When assigned to these other locations, that work will be considered Paramount bargaining unit work for the duration of that assignment.

But excluding warehouse employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Section 2.3 - New Revenue Contracts: Should the Company successfully bid on a new revenue contract not listed in this Article, but which falls under the Paramount Division, the parties agree to bargain over whether the new work will be included in this agreement, and if so, all terms and conditions of employment for the new work. It shall not be assumed that the provisions of this agreement will automatically pertain to the new revenue contract, or that the new revenue contract work will automatically become part of the existing bargaining unit.

ARTICLE 3 – PARTICIPATION

Section 3.1 – Purpose: It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union’s costs incurred to negotiate, administer and enforce the terms of this Agreement.

Section 3.2 – Membership: An employee assigned to a covered classification who is employed by the Company during the term of this agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee’s completion of training or the contract ratification date, whichever is later. Within 14 calendar days of ratification of this agreement, the Company shall submit to the Union the names, addresses, and social security numbers, and dates of hire for each employee covered by this agreement. The Company also agrees to submit this same information to the union within 14 calendar days of each new employee’s start date. The Company shall also submit the name of all terminated employees to the Union within 7 calendar days of their termination date. If the termination occurs on a weekend or Holiday weekend, the notice period for employee terminations will commence on the first regular work day following that weekend.

Section 3.3 – Checkoff: The Company will give a Union membership application to each operator during initial training, and will forward complete applications to the Union. Membership as used herein shall mean only an obligation of an employee to

pay periodic dues and initiation fees uniformly required, or in the event that the employee objects to full dues and initiation fees, only to the obligation to pay periodic dues and initiation fees, as required by current law.

Section 3.4 – Fees/Dues Deduction: It is further agreed that the Company shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

Section 3.5 – Dues Not Deducted: Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

Section 3.6 – Maintenance of Membership: In the event an employee, fails to apply for or maintain his/her membership in the Union, after notice of his/her obligation to do so and opportunity to correct any failure to apply of failure to maintain membership, the Union may give the Company notice of this fact and the employment of such employee may be terminated by the Company. The Union agrees that there shall be no demand for termination of any employee who has not first been contacted by the Union within 30 days before a 7 day notice is sent to the employee. A copy of the 7 day notice must be sent to the Company and the employee seven days before any demand for termination may be made. And no employee shall be terminated under the terms of this Article who has not first received a 7 day notice from the union.

Section 3.7 – Indemnification: The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 - Company Rights: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial fights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees

- for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off; and recall to work.
 - (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
 - (d) To close down or relocate the Company's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or the client.
 - (e) To determine the price at which the Company contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the Company.
 - (f) To introduce new or improved technology, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency, to hire, promote, assign, transfer, demote, discipline and discharge for just cause.
 - (g) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

Section 4.2 - Technology Rights: The Company may employ new technology, including video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the Company facility, another employee, or an employee while operating a Company vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. Any use of Technology

for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The Company shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

Section 4.3 - Client Contract: The Company and the Union acknowledge that the Company has entered into a contract(s) to provide transportation services with the clients listed in Article 2 of this agreement, hereto known as the "Client." The contract between the Company and the client contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to the Client. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation or to comply with any provision of the agreement between the Company and the Client. The Company will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation.

However, the Company shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations. If the Company is required to remove a driver from service at the request of the Client, per provision(s) contained in the agreement between the Client and the Company, the Company agrees to discuss the matter with the Client to attempt to resolve the problem. If the Client maintains its position on the removal of the driver, the Company will then meet with the Union to discuss the status of the driver. Should the Client maintain its position concerning the status of the driver, such removal from service would be subject to the grievance procedure contained in this Agreement.

It is understood that the Union has the option to seek legal remedy from the client should a dispute arise over Client mandated work rules, or a due process concern over removal of an employee from service. However, the Union agrees to seek a resolution directly with the Company before resorting, to other legal remedies.

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 process. Will be performed by a General Manager, Operations

Manager or Regional Vice President, or their management designee. 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 or designee, 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.
- (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 ten (10) 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 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 (e.g. 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, cell phone, and Major Work Rule violations shall be used by the Company to determine proper and/or progressive discipline for violations as stated in those sections of the Handbook/policies, subject to just cause, as stated in this Section (10.2).

Section 10.3 - Work Rules: The Company will issue all employees a current MV Employee Handbook, and other policies outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation policy or Handbook, the Company will issue an addendum/revision to the affected policy document, with a copy given to each employee and the Union, at least twenty (20) business days prior to the implementation of said rule, regulation or addendum. The Company shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The Company will notify the Union in writing of all changes in policy at least twenty (20) business days before they are implemented, unless required by client or safety concerns which demand a more immediate implementation. In the event any Company Rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the implementation of any Company Rule conflicting with the terms of

this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

Section 10.4 - Serious Infractions: The following violations of Company policies and rules are considered Serious Infractions and shall be just cause for immediate discharge of the employee:

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Conviction of a misdemeanor law but not infractions while on duty. Conviction of a felony whether on or off duty, either before or during employment.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee's, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to sixty (60) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the Company's vehicles. In the event the employee does not immediately notify the Company of any known loss of license or certificate required to operate the vehicles, the employee may be terminated immediately. If an employee fails to report to work at the expiration of this leave period, the employee's employment shall be terminated.

- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) The pickup of any unauthorized passenger or the drop off of any passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup while performing para-transit work duties.
- (j) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's Drug and Alcohol Policy as referenced in this Agreement.
- (k) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, time records, manifests or any other document.
- (l) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the Company vehicle.
- (m) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service.
- (n) Gross insubordination or refusal to perform assigned work.
- (o) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs.

Section 10.5 – Attendance: The Attendance Policy outlined in the Employee Handbook will be utilized and followed for any and all attendance violations/disciplines with the exception that:

On three (3) 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 NW 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 shall be used by the Company to determine Safety discipline subject to the just cause provision as stated in Section 10.2 of 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 schedule is at least thirty-five (35) hours in a workweek shall be classified as Regular Full-Time,

Section 12.2 - Regular Part-Time: Employees whose regular schedule is less than 35 hours in a workweek shall be classified as Regular Part-Time.

Section 12.3 - Part-Time Casual: Part-time employees who are regularly scheduled to work less than 35 hours per work week, and who do not have a regular bid assignment, or who work on an irregular basis throughout the year or work weekend only shifts shall be classified as Part-Time Casual.

Section 12.4 - Classification Change: Part-time employees may be requested to work more than thirty-five (35) hours in a workweek to meet unusually high service demands or other unusual situations. If a full-time employee's schedule changes to where he is scheduled and works less than 35 hours in a workweek, each week for six (6) consecutive pay periods, his classification will be changed to Regular Part-Time. If a part-time employee's schedule changes to where he is scheduled and works at least thirty-five (35) hours in a workweek, each week for six (6) consecutive pay periods, his classification may be changed to Regular Full-Time with concurrence of the employee, or his hours will be reduced at the sole discretion of management. No employee shall be automatically reclassified from Part-Time to Full-Time status as a result of exceeding the six (6) pay period term stated above. All such category changes require prior approval of management. 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 - All Employee Workweek: The workweek shall begin at 12:01 AM on Saturday and shall end at Midnight Friday. Employees shall be paid every two weeks, with paydays on alternate Fridays.

Section 13.2 -Overtime: Maintenance Employees: Unless otherwise stated in this agreement, time and one half shall be paid for all hours actually worked in excess of forty (40) hours per week and/or over 10 hours per day (4/10) or 8 hours per day (5/8).

Section 13.3 - Maintenance Employees Scheduled Hours: Section 13.2 - Scheduled Hours: Regular shifts will normally be eight (8) hours in five (5)

work days (or 5/8's). However, the parties agree that the Company may create alternative workweek schedules that are available for bid. Alternative work schedules will consist of four ten-hour days (4/10 shifts).

ARTICLE 14 – SENIORITY

Section 14.1 – Definition: Seniority is defined as the length of time an employee has been continuously employed by the Company since the date of his most recent employment by the Company. The Company will recognize seniority rights from the employee's first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees will draw straws to determine the order.

Section 14.2 – Layoff: When a reduction in the workforce becomes necessary, such layoff will be made in the reverse order of seniority. Likewise, the employee with the most seniority will be the first one recalled from layoff.

Section 14.3 – Use: Seniority will commence with the date of employment. Seniority will be observed with regard to all layoffs, rehiring, job bids, vacation, scheduling and floating holiday selection. The Company and the Union will have the authority to determine seniority dates for employees in the unit and to resolve conflicts among employees as to seniority dates.

Section 14.4 – Continuous Service: Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, shall be interpreted to mean employment without a break with the Company, or with a predecessor employer, when such predecessor employer serves as a contractor to the client. “Seniority” is defined as continuous service with the Company, or its predecessors, under contract with the client for purposes of determining wages, vacation accrual and classification seniority.

Section 14.5 – Seniority List:

Maintenance Employees: 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. A Union Business Representative will be provided a current seniority list upon request. The Union will immediately notify Company of any errors in the seniority list.

Section 14.6 – Probationary Period: All employees will be on probation until they have completed ninety (90) calendar days of service from the completion of training

with the Company. Until completion of said probationary period, an employee may be terminated at the complete discretion of the Company, and such termination will not be subject to the grievance provisions of this Agreement.

Section 14.7 – Seniority Broken: Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Discharge for just cause.
- (c) Failure to return to work from layoff within thirty (30) business days when called.
- (d) Absence without leave or communicating with the Company for three (3) consecutive scheduled work days.
- (e) Layoff of twelve (12) months or more.
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months.

Section 14.8 – Seniority Not Broken: Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months (when authorized by the Company) unless extended by the Company and the Union.

Section 14.9 – Road Supervisor/Dispatcher Seniority: Initial Supervisors / Dispatchers bidding seniority shall be in the order it is currently in at the time of ratification. As new supervisor/dispatchers are hired or promoted, those employees shall be placed in the order of their arrival into the Road Supervisor/Dispatcher classification for seniority purposes. If more than one employee starts on the same day, seniority order shall be determined in the following manor. Road Supervisors and Dispatchers shall be considered the same classification for the purposes of this agreement.

1. Earliest Current Union employee seniority date
2. Earliest Company adjusted hire date
3. Lottery system. Draw numbers out of a hat

For benefit purposes, supervisors/dispatchers shall use their Company hire date, or adjusted hire date, whichever is earlier.

The supervisor's/dispatcher's wage rate shall be determined by their years of service within the Division 14 supervisor/dispatcher classification.

ARTICLE 15 – MECHANIC WORK ASSIGNMENTS

Section 15.1 - Cleanup Time: It is agreed that all maintenance employees shall be permitted a 15 minute clean up time prior to the end of their assigned shift to clean up their immediate work area.

Section 15.2 - Road Call Mechanic Assignment: Assignment of Roadcalls shall be determined during each shift by the Shop Manager. In the absence of the Shop Manager, Roadcall assignments shall be made by the Lead mechanic on duty. If the Shop Manager is unavailable on a shift where no Lead has been assigned, contact the General Manager directly. During a shift where only one mechanic is on duty, that mechanic shall perform all roadcalls during that shift.

Section 15.3 - Lead Mechanic Assignment:

The Shop Manager will assign a Lead Mechanic as needed. This position shall be assigned at the sole discretion of management and may be changed or be reassigned as workload and scheduling requirements change.

Lead Mechanic duties shall be as follows:

- Assignment of work to other mechanics
- Assignment of work for utility workers
- Provide direction and assistance to other mechanics
- Seek direction from management as required
- Communicating with Dispatch on all maintenance related functions
- Assign overtime when instructed to do so by management
- Notify next shift of ongoing safety concerns, open work, and other related and necessary information

ARTICLE 16 – MAINTENANCE EMPLOYEE BIDDING

Section 16.1 - Procedure: The Company shall conduct separate General Bids at least once-each year, at a time determined by the Company.

Section 16.2 - General Bid: Employees must be qualified to perform work on the piece of work for which they are bidding at the time of the bid as determined by the Company.

Section 16.3 - Qualifications: It is understood that qualifications for positions at each position may be different ("A" mechanics, "B" mechanics, utility worker, etc.). Therefore, minimum qualifications for open positions at a particular yard shall be determined by management at the time of the bid. It shall be understood that employees shall be required to meet the minimum qualifications for an open position in order to be selected for that position. At the time of the bid any employee currently working in a particular position shall be considered qualified for any open position within their classification at the same yard.

Section 16.4 - Selection: Preference for position/shift selection shall be by the most senior qualified employee in the following order:

1. Within each yard (e.g. 14 - Paramount, 154 - La Mirada, 169 - Whittier)
2. Within other Divisions under the Paramount umbrella
3. Outside hire employees may be given the opportunity to train at a different yard under the Paramount umbrella on a voluntary basis provided it is reasonably feasible for the Company to provide such training from an operational standpoint. Training assignments shall be at the sole discretion of management.

ARTICLE 17 – DRUG AND ALCOHOL PROGRAM

Employees will comply with MV Transportation's Substance Abuse and Alcohol Misuse Policy and Procedures as referenced in the Employee Handbook. Any changes to this policy will be presented to the Union a minimum of 14 business days prior to implementation.

ARTICLE 18 – BREAKS & LUNCHES

Section 18.1 - 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 18.2 - 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 any time, 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 19 – COMPLETE AGREEMENT

Section 19.1 - Sole Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company.

Section 19.2 - Waiver of Bargaining During Term: Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

ARTICLE 20 – AUTHORIZED DEDUCTIONS

Section 20.1 – Credit Union: At the Employer's option the Employer agrees to a payroll deduction program to the participating Credit Union or bank of their choosing, provided the Employer has received from each employee on whose account such deductions are made, a written payroll deduction assignment authorizing such deductions. Deductions pursuant to such authorization are to be made each payroll period in the amount indicated on the deduction authorization. Payroll deduction authorizations shall be subject to revocation at any time by means of a separate authorization from the employee. Until such authorization is revoked, the Employer shall remit to the participating Credit Union or bank the amount deducted pursuant to such authorization during each month not later than the end of such month with a written statement of name and account number of the employees for whom the deductions were made and the amount of each deduction.

Section 20.2 – D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to D.R.I.V.E. which shall notify the employer of the amounts designated by each contributing employee

that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “Weeks Worked” excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from that employees paycheck. The Company shall remit all DRIVE money to the proper location not later than the twentieth (20th) day of the month following the date on which the money was deducted from the employee’s paycheck.

Section 19.3 – Non-Liability Clause: It is understood that the Employer will not be liable or assume any responsibility except to deduct and forward such deductions to the Credit Union.

ARTICLE 21 – ITEMIZED STATEMENTS

The Company shall furnish each employee with a check stub indicating earning and deductions, specifying hours paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

The Company will make every reasonable effort to provide transmittals to each employee by close of business each Monday. It is understood by the parties that transmittals may be late due to certain circumstances (e.g. Holiday weeks, payroll system malfunction, employee error, etc.).

ARTICLE 22 – JURY DUTY

Full-time employees shall be released from work on the workdays serving on jury duty. An amount equal to eight (8) hours of straight-time wages will be paid for the first day of called jury duty if the employee misses scheduled work that day. Subsequent days are unpaid. Upon release from jury duty the employee must notify the Company of his or her release and return to work if required. The employee will be permitted to keep juror fees received. The employee shall provide the employer with court documentation showing attendance for any Jury Duty before payment for jury service will be issued.

ARTICLE 23 – FUNERAL LEAVE

Section 23.1 – Eligibility: Full-time non-probationary employees shall become eligible for funeral leave benefits following six (6) full months of service with the Company. In the event of a death in the immediate family (father, mother, father-in-

law, mother-in-law, grandparent or grandchild, wife, husband, domestic partner, brother, sister, son, daughter, stepchild), all eligible regular full-time non-probationary employees with six (6) full months of service to the Company shall be entitled to up to three (3) days leave with pay for missed work. The compensable day or days must fall within the employee's regular scheduled workweek. Funeral leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such funeral occurred.

Section 23.2 - Funeral Pay Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay, and shall be paid for 8 hours per day. Time paid for funeral leave will not be counted toward the computation of overtime pay.

ARTICLE 24 – LEAVES OF ABSENCE

Section 24.1 - 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.

Section 24.2 - Disability Leave: The Company will comply with the provision of the Family and Medical Leave Act of 1993.

Section 24.3 - Military Leave: The Company will comply with provisions of the Veteran RE-Employment Rights Act.

Section 24.4 - 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.

Section 24.5 - 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.

Section 24.6 - Union Leave: The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to an employee designated by the Union to serve on official Union business for a period not to exceed thirty (30) calendar days. Request for such leave must be submitted in writing to the Company at least forty-eight (48) hours in advance of the leave requested by the Union, specifying the length of time off. The Union agrees that Union Leave may be denied, when the granting of that leave will result in the disruption of the Company's Operation due to lack of available employees as determined by the Company.

ARTICLE 25 – TRANSFER RIGHTS

Section 25.1 - Transfer out of any Division listed in Article 2.: An employee may transfer to another MV Transportation Division if the employee is accepted by the General Manager of that Division. The General Manager, or designee, shall notify the employee whether the transfer has been accepted or rejected.

Section 25.2 - Transfer into of any Division listed in Article 2.: An employee accepted for transfer shall begin to accrue site seniority beginning from the date the employee begins work at the Division. The transferring employee shall retain Company seniority from the other location for purposes of wage progression and benefits. It is generally understood that the employee's wages will remain at the same rate until the contract catches up with the employee's wage rate if he/she is making more than the current scale. However, the Employee'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 employee will be brought to scale.

Section 25.3: All employment referred to in this Article shall be subject to the qualifications of the affected employee.

ARTICLE 26 – SANITARY CONDITIONS

The Company agrees to maintain at all Paramount Division Facilities, a clean sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

ARTICLE 27 – PARKING

Employees will be allowed to park their personal vehicle on Company property if spaces are available. If no spaces are available, the Company will make other suitable arrangements. Employees will only be able to use designated employee parking areas for their personal vehicles. Employees will park at their own risk.

ARTICLE 28 – BONUS/INCENTIVE PROGRAMS

Section 28.1 Program Implementation: The Company may, from time to time establish bonus/incentive programs for safety, maintenance employee retention, etc. These bonuses may be ongoing or may only be offered for a period of time as determined by the Company. When qualified to participate, certain bonuses may be pro-rated for part-time employees. The Company reserves the right to discontinue bonus/incentive programs at any time without notice or negotiation with the Union.

ARTICLE 29 – SAVINGS CLAUSE

Section 29.1 – Validity of Provisions: If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

Section 29.2 – Renegotiation: If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

Section 29.3 – Living Wage Ordinances: This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

ARTICLE 30 – DURATION

Section 29.1 - Effective Date: This Agreement shall be in force and effect from July 1, 2020 through 12:00 midnight June 30, 2023.

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.

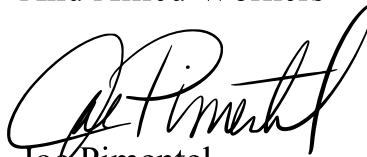
IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their signatures.

FOR THE COMPANY
MV Transportation, Inc.

FOR THE UNION
Teamsters Local 848,
Wholesale Delivery Drivers,
Salespersons, Industrial
And Allied Workers



Casey Pratt
Director of Labor Relations



Joe Pimentel
Business Agent

January 26, 2021
Date

Date

APPENDIX "A" – WAGES

A one-time ratification bonus of \$200.00 shall be paid to all bargaining unit members actively employed and working for the Company as of 1/11/2021. The bonus is contingent upon this Tentative Agreement being ratified by the membership on or before 1/18/2021.

A Mechanics

New Hires	1/1/2021	1/1/2022	1/1/2023
\$31.00	\$31.93	\$32.89	\$33.87
1 year or more	1/1/2021	1/1/2022	1/1/2023
\$33.00	\$33.99	\$35.01	\$36.06

B Mechanics

New Hires	1/1/2021	1/1/2022	1/1/2023
\$26.00	\$28.00	\$30.00	\$30.00
1 year or more	1/1/2021	1/1/2022	1/1/2023
\$28.00	\$29.12	\$30.28	\$31.50

Utility Worker

Current	1/1/2021	1/1/2022	1/1/2023
\$13.00	\$15.00	\$15.75	\$16.54
Current	1/1/2021	1/1/2022	1/1/2023
\$14.00	\$15.00	\$15.75	\$16.54

Parts Clerk

Current	1/1/2021	1/1/2022	1/1/2023
\$14.50	\$15.50	\$16.28	\$17.09

Section 2 - Effective Dates: An employee scheduled to receive an increase in his/her straight-time hourly rate of pay as provided in Section 1 shall receive such increase commencing on the first (1st) day of the first (1st) pay period occurring on or after the wage table date on which the increase is effective. Eg. Ratification, January 1st or July 1st

Section 3 - Hourly Work Non-Pyramiding: No employee shall receive more than one times the applicable straight time/overtime rate for any given period of time worked. For example: An employee attends a safety meeting while on standby. That employee would not be paid 2 hours for the safety meeting and 2 hours for the standby (4hours). The employee would only be paid for the 2 hours actually worked and/or for their guaranteed hours

APPENDIX "B" – BENEFITS

401 (K) PLAN

Teamsters SIP 401K Plan:

On the first day of the first full pay period after 10/20/2017 or on the first of the month after six (6) months of employment with the Company the employer will offer an optional 401K savings plan for all employees.

***Beginning July 1, 2020, the Company shall contribute fifty cents (\$0.50) per hour for each for which compensation is paid.**

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.

SICK LEAVE

Employees shall receive four (4) sick days (32 hours) of sick leave each year in

accordance with the California Paid Sick Leave Act. As provided for in the law, no attendance points will be assessed for use of these four sick days.

HEALTH INSURANCE

The Company shall provide group health, group dental and group vision insurance for all qualified employees. For purposes of this Article, a "qualified Employee" is defined as an employee who is performing work covered by the terms of this Agreement and who meets the eligibility definition in the Affordable Care Act which is approximately working an average of thirty (30) hours a week. These Plans shall be administered in accordance with respective Plan provisions, and under the requirements of the Patient Protection and Affordable Care Act (PPACA) or other subsequent governing health care law.

Employees who work an average of thirty (30) hours per week as calculated under PPACA guidelines, shall be eligible for the group medical plan, the group dental and group vision insurance plans the first of the month following sixty (60) days of continuous employment.

Effective January 1, 2021, the Company will offer a Kaiser managed health insurance plan to Employees. Employees will continue to be offered the company group dental and vision plans.

Beginning January 1, 2021, the employee/employer cost sharing for medical, dental and vision shall be as follows:

Plan Tier	Employer	Employee
Employee Only	90%	10%
Employee +1	70%	30%
Family Coverage	70%	30%

The Company shall have the right to contribute more than the amount specified in this section in order to comply with the terms of the PPACA.

Regular, full-time employees within the bargaining unit shall be eligible to participate in the Company's group life insurance plans at their own expense consistent with all the Plan's provisions.

PAID VACATION / PTO

Section 1: Full-time employees shall receive vacation with pay each year, as follows:

Employees hired before 12/03/2017 shall receive their accrued vacation allotment on July 1st of each year of this agreement.

Employees hired on or after 12/03/2017 shall receive their accrued vacation allotment on their anniversary date in each year of this agreement.

<u>Years of Full-time employment</u>	<u>Vacation</u>
After one full year of employment	40 hours
After three full years of employment	80 hours
After ten full years Maintenance Employees	120 hours
Starting May 1, 2020	
After twenty full years All Employees	160 hours

In order to receive full vacation, a full-time employee must have worked at least 1820 hours of his or her scheduled work hours during the year on which the vacation is based. If an employee works less than 1820 hours, his or her vacation will be prorated to the nearest full hour. Work days absent for paid vacation, paid holidays, paid funeral leave, jury duty, FMLA, will be counted as days worked for purposes of this provision.

Each Vacation day shall be paid at 8 hours of the employee's regular straight time rate.

Vacations shall be scheduled in March of each year for the fiscal year beginning April 1. Seniority shall prevail in determining vacation preference. The Company shall determine the number of drivers that may be off at any given time. When the vacation period has been scheduled, the time for taking such vacations shall not be changed unless the change is mutually agreed upon between the employee and the Company.

Section 2. - Holiday during Vacation: Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer. The Employer's discretion shall be exercised prior to the commencement of the employee's vacation. If the employee is to receive an additional day off with pay, it shall be granted consecutively with the employee's vacation or consecutively with a scheduled day off immediately before or after the vacation period within which the holiday falls.

Section 3. Vacation Bidding: Vacation bids will be posted two (2) times a

year, at a time to be agreed to between the Company and the Union. Specific vacation dates will be granted by contract Seniority. Vacation may only be scheduled in blocks of one week when bidding. Bids shall be submitted on a form provided by the Company. Vacations shall be granted on the basis of operational needs as determined by management.

A request outside the bid process for a specific week of vacation must be submitted a minimum of thirty (30) days prior to start of vacation time. The time of submittal shall determine who will be authorized for vacation time outside the bid process.

Except in an emergency, requests for one (1) to three (3) vacation days must be submitted a minimum of three (3) days in advance, and be approved by the immediate supervisor.

Section 4. Cash Out: Employees may cash out vacation in January, April, July, and October of each year of this agreement. In the event of hardship, employees may also cash out vacation in accordance with the Company's Vacation Cash Out policy. 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.

(e.g. 40 hours vacation has an accumulation cap of 70 hours)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, and every year thereafter.

COUNTY OF LOS ANGELES

**ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE
AND CONTRACTOR NONRESPONSIBILITY DEBARMENT**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR**

The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

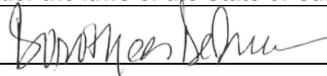
There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title Dorothea DePrisco, Assistant Corporate Secretary
Print Name of Firm MV Transportation, Inc.	Date July 12, 2023

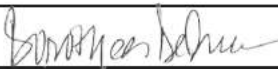
Please see attached.

FORM LW-5.1
(SUPPLEMENTAL)

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: Alexis Lodde and Feysan Lodde Family Trusts
Print Address of Firm: 2711 N. Haskell Avenue, Suite 1500 LB-2	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: Dallas, TX, 75204	Print Name and Title: Dorothea DePrisco, Assistant Corporate Secretary

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of 2 pages.

Attachment to **FORM LW-5.1 (SUPPLEMENTAL)**

LABOR LAW/PAYROLL VIOLATIONS

As a national transportation management firm with numerous contracts and employees, MV is involved in claims and litigation in the normal course of business. MV has labor law, payroll and employment-related claims in the settlement or claims process. Company teams in legal and risk management work continuously to handle these matters, none of which are of a size or scope to impact this contract. The Company maintains insurance coverage with deductibles and limits the Company believes are appropriate.

There is presently no litigation against the Company which MV believes would threaten the financial stability of the Company or its ability to perform any of its contractual obligations. The details of labor law/payroll claims and litigation are confidential; if the County of Los Angeles requires more information on claims for the purpose of evaluating MV, please contact Ms. Rebecca Chartan, VP, Deputy General Counsel and Assistant Corporate Secretary, at (972) 391-4672.

**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: Alexis Lodde and Feysan Lodde Family Trusts
Print Address of Firm: 2711 N. Haskell Avenue, Suite 1500 LB-2	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Dallas, TX, 75204	Print Name and Title: Dorothea DePrisco, Assistant Corporate Secretary

Public Entity Name	Superior Court of California, County of Alameda, Small Claims Court
Public Entity Address:	Street Address: 24405 Amador Street
	City, State, Zip: Hayward, CA, 94544
Case Number/Date Claim Opened:	Case Number: HS200063527
	Date Claim Opened: 7/10/2020
Name and Address of Claimant:	Name: Havon Butler
	Street Address: 845 Union Street, #G
	City, State, Zip: Oakland, CA, 94607
Description of Work: (e.g., Janitorial)	Driver
Description of Allegation and/or Violation:	Plaintiff sought an award from MV for failure to provide alleged dental benefits. Upon
	his enrollment, MV offered for Plaintiff to enroll in dental benefits and Plaintiff declined.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	Small Claims Court entered a judgment on 7/22/20 in the amount of \$3,905,20 plus fees and interest, totaling \$4,036.56.

Additional Pages are attached for a total of 2 pages.

Name and Address of Court:
 Superior Court of California, County of Alameda
 Hayward Hall of Justice
 24405 Amador Street
 Hayward, CA 94544
 (510) 690-2705

SMALL CLAIMS CASE NO. HS20063527

NOTICE TO ALL PLAINTIFFS AND DEFENDANTS:
 Your Small Claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the attached page for further important information about your rights.

AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS:
 Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener información de importancia acerca de sus derechos.

PLAINTIFF/DEMANDANTE (Name, address, and telephone of each):

Havon Butler
 845 Union Street
 #G
 Oakland, CA 94607

Telephone No.: (408) 836-0583

DEFENDANT/DEMANDADO (Name, address, and telephone number of each):

MV Transportation
 1944 Williams Street
 San Leandro, CA 94577

Telephone No.: (510) 351-1603

Telephone No.:

Telephone No.:

See attached sheet for additional plaintiffs and defendants

NOTICE OF ENTRY OF JUDGMENT

Judgment was entered as checked below on (date): 07/22/2020 Judge Rebekah Evenson

1. Defendant (name, if more than one): **MV Transportation** shall pay plaintiff (name, if more than one): **Havon Butler** \$ **3,905.00** principal and \$ **90.00** costs on plaintiff's claim.
2. Defendant does not owe plaintiff any money on plaintiff's claim.
3. Plaintiff (name, if more than one): shall pay defendant (name, if more than one): \$ principal and \$ costs on defendant's claim.
4. Plaintiff does not owe defendant any money on defendant's claim.
5. Possession of the following property is awarded to plaintiff (describe property):
6. Payments are to be made at the rate of \$ per (specify period): , beginning on (date): and on the (specify day): day of each thereafter until paid in full. If any payment is missed, the entire balance may become due immediately.
7. Dismissed in Court with prejudice. without prejudice.
8. Attorney-Client Fee Dispute (Attachment to Notice of Entry of Judgment) (form SC-132) is attached.
9. Other (specify):

Plaintiff seeks an award of \$9,000 from Defendant, his former employer, for failure to provide promised dental benefits. Defendant does not assert any statutory defenses, and expressly declined to identify any law governing this dispute. Accordingly, the court examines this matter under standard contract law principles.

Upon his employment in 2018 Defendant offered to Plaintiff the right to enroll in dental benefits, and Plaintiff declined to enroll at that time.

In December 2018, Defendant again offered to Plaintiff the right to enroll in dental benefits, and at that time Plaintiff accepted the offer. In December 2018, Plaintiff completed all necessary paperwork to enroll in dental benefits for himself and his wife, and Defendant provided him with written confirmation that Plaintiff had enrolled

- The county provides small claims advisor services free of charge. Read the information sheet on the next page.-

**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: Alexis Lodde and Feysan Lodde Family Trusts
Print Address of Firm: 2711 N. Haskell Avenue, Suite 1500 LB-2	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Dallas, TX, 75204	Print Name and Title: Dorothea DePrisco, Assistant Corporate Secretary

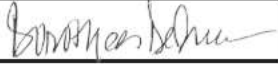
Public Entity Name	State of California, Department of Industrial Relations, Division of Labor Standards Enforcement
Public Entity Address:	Street Address: 6150 Van Nuys Blvd., Room 206
	City, State, Zip: Van Nuys, CA 91401
Case Number/Date Claim Opened:	Case Number: WC-CM-768820
	Date Claim Opened: 1/15/2020
Name and Address of Claimant:	Name: Arcady Kivman
	Street Address: 2710 Gateway Oaks Drive, Suite 150N
	City, State, Zip: Sacramento, CA 95833
Description of Work: (e.g., Janitorial)	Driver
Description of Allegation and/or Violation:	Claimant claimed that MV made unlawful deductions and failed to pay his final pay timely.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	The DLSE found that MV failed to pay Claimant his final wages when due, and as a result, was ordered to pay Claimant 30 days of waiting time penalties in the amount of \$2,565.00 plus interest
	totaling \$2,710.46.

Additional Pages are attached for a total of 2 pages.

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: MV Transportation, Inc.	Print Name of Owner: Alexis Lodde and Feysan Lodde Family Trusts
Print Address of Firm: 2711 N. Haskell Avenue, Suite 1500 LB-2	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: Dallas, TX, 75204	Print Name and Title: Dorothea DePrisco, Assistant Corporate Secretary

Public Entity Name	State of California, Department of Industrial Relations, Division of Labor Standards Enforcement
Public Entity Address:	Street Address: 464 W. 4th Street, Room 348
	City, State, Zip: San Bernardino, CA 92401
Case Number/Date Claim Opened:	Case Number: WC-CM-760385
	Date Claim Opened: 12/5/2019
Name and Address of Claimant:	Name: Shannon Ritchey
	Street Address: 16097 Ivy Avenue
	City, State, Zip: Fontana, CA 92335
Description of Work: (e.g., Janitorial)	Reservationist
Description of Allegation and/or Violation:	Claimant claimed that MV owed her vacation hours that weren't paid at termination.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	The DLSE found that MV owed Claimant waiting time penalties in the amount of \$2,120.96.

Additional Pages are attached for a total of 2 pages.

STATE OF CALIFORNIA Department of Industrial Relations Labor Commissioner's Office 464 W 4th St, Room 348 San Bernardino, CA 92401 EMAIL: laborcomm.wca.sbo@dir.ca.gov FAX: (909) 614-7689		For Court Use Only:
Plaintiff: Shannon Ritchey,	Court Number:	
Defendant: MV Transportation, Inc., a California Corporation		
Case No.: WC-CM-760385	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: 5/25/2021 9:30 AM **CITY: 464 W 4th St, Room 348, San Bernardino, CA 92401**
2. IT IS ORDERED THAT: Plaintiff recover from Defendant:

	Balance Due to Employee(s)	Interest Balance Due	Line Total
VACATION WAGES	\$0.00	\$0.00	\$0.00
WAITING TIME PENALTIES	\$2,020.96	\$0.00	\$2,020.96
PENALTIES PURSUANT TO LC 210	\$100.00	\$0.00	\$100.00
Totals	\$2,120.96	\$0.00	\$2,120.96

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 change occurs.

Notice Date: June 9, 2021

*California Superior Court, County of San Bernardino, San Bernardino Justice Cntr
 247 West Third Street
 San Bernardino, CA 92415

By 
 Maria Elena Sandoval, Hearing Officer

Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from July 1, 2022, and will end September June 30, 2023, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

Important: CONTRACTOR IS RESPONSIBLE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	\$18.49
January 1, 2024	Previous Year + CPI
January 1, 2025	Previous Year + CPI

For example, contractor's term cover from July 1, 2022, to December 31, 2022, the Living Wage rate is \$17.14 and from January 1, 2023, to June 30, 2023, the Living Wage rate is \$17.14+CPI; therefore, the Contractor's LW-8 for this period must be \$17.14+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20	1.20	6.00	312.00	\$59.33	\$18,510.96
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$99.38	\$6,552.83
Operations Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$30.75	\$5,116.80
Maintenance Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$49.70	\$8,270.08
Dispatchers		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$24.00	\$4,992.00
Road Supervisors		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$28.09	\$58,427.20
Mechanic		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$36.06	\$30,001.92
Utility		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$20.00	\$16,640.00
Payroll Clerk		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$23.14	\$4,813.12
Driver #1		4.00	4.00	4.00	4.00	4.00	4.00	40.00	2,080.00	\$24.49	\$50,939.20
Driver #2		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$24.49	\$50,939.20
Driver #3		8.00	8.00	8.00	4.00	8.00	4.00	40.00	2,080.00	\$24.49	\$50,939.20
Driver #4		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$24.49	\$50,939.20
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$24.49	\$14,071.95
Comments/Notes:	Total Salaries										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	\$124,084.67										
	\$8,945.63										
	\$207,160.22										
	\$46,225.02										
	\$82,544.80										
	Total Other Costs (5+6+7+8)										
	\$344,875.67										
	TOTAL PRICE										
	\$840,114.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

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

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

MV Transportation, Inc.  September 8, 2023
 Name of Bidder Signature Date
 Dorothea DePrisco, Assistant Corporate Secretary 1 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20	1.20	6.00	312.00	\$60.81	\$18,972.72
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$40.36	\$6,715.90
Operations Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$31.52	\$5,244.93
Maintenance Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$50.94	\$8,476.42
Dispatchers		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$24.60	\$5,116.80
Road Supervisors		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$28.79	\$59,883.20
Mechanic		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$36.96	\$30,750.72
Utility		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$22.51	\$18,728.32
Payroll Clerk		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$23.72	\$4,933.76
Driver #1		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$25.47	\$26,678.80
Driver #2		8.00	8.00	8.00	8.00	4.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #3		8.00	8.00	8.00	4.00	8.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #4		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$25.47	\$52,977.60
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$25.47	\$14,635.06
Comments/Notes:	Total Salaries										
	Total Salaries										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8)										
	TOTAL PRICE										
	\$850,806.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

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

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

MV Transportation, Inc.  Signature
 Name of Bidder Dorothea DePrisco, Assistant Corporate Secretary

September 8, 2023 Date
 2 of 5

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20	1.20	6.00	312.00	\$62.33	\$19,446.96
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$41.37	\$6,883.97
Operations Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$32.31	\$5,376.38
Maintenance Manager		0.64	0.64	0.64	0.64	0.64	0.64	3.20	166.40	\$52.22	\$8,689.41
Dispatchers		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$25.22	\$5,245.76
Road Supervisors		8.00	8.00	8.00	8.00	8.00	8.00	40.00	2,080.00	\$29.51	\$61,380.80
Mechanic		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$37.89	\$31,524.48
Utility		3.20	3.20	3.20	3.20	3.20	3.20	16.00	832.00	\$23.47	\$19,527.04
Payroll Clerk		0.80	0.80	0.80	0.80	0.80	0.80	4.00	208.00	\$24.31	\$5,056.48
Driver #1		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$26.49	\$27,558.00
Driver #2		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$26.49	\$27,558.00
Driver #3		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$26.49	\$27,558.00
Driver #4		4.00	4.00	4.00	4.00	4.00	4.00	20.00	1,040.00	\$26.49	\$27,558.00
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$26.49	\$15,221.15
Comments/Notes:	Total Salaries										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	\$142,401.19										
	\$7,249.35										
	(6) Service and Supply Costs										
	\$208,160.79										
	(7) General and Administrative Costs										
	\$37,400.63										
	(8) Profit										
	\$83,112.81										
	Total Other Costs (5+6+7+8)										
	\$335,923.58										
	TOTAL PRICE										
	\$877,074.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc. _____ Signature
 Name of Bidder
 Dorothea DePrisco, Assistant Corporate Secretary
 3 of 5
 September 8, 2023 Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20		6.00	312.00	\$63.89	\$19,933.68
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$42.41	\$7,057.02
Operations Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$33.11	\$5,509.50
Maintenance Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$53.52	\$8,905.73
Dispatchers		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$25.85	\$5,376.80
Road Supervisors		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$30.25	\$62,920.00
Mechanic		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$38.83	\$32,306.56
Utility		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$24.47	\$20,359.04
Payroll Clerk		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$24.92	\$5,183.36
Driver #1		4.00	4.00	4.00	4.00	4.00	8.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #2		8.00	8.00	8.00	8.00	4.00	8.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #3		8.00	8.00	8.00	4.00	8.00	4.00	40.00	2,080.00	\$27.55	\$57,304.00
Driver #4		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$27.55	\$57,304.00
Driver #5		2.21	2.21	2.21	2.21	2.21	2.21	11.05	574.60	\$27.55	\$15,830.23
Comments/Notes:	Total Salaries \$412,597.92										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4)										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8)										
	TOTAL PRICE										
	\$903,012.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc. _____ Signature
 Name of Bidder
 Dorothea DePrisco, Assistant Corporate Secretary
 4 of 5
 September 8, 2023 Date

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)

BIDDER: MV Transportation, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Division Manager		1.20	1.20	1.20	1.20	1.20		6.00	312.00	\$65.49	\$20,432.88
Assistant Division Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$43.47	\$7,233.41
Operations Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$33.94	\$5,647.62
Maintenance Manager		0.64	0.64	0.64	0.64	0.64		3.20	166.40	\$54.86	\$9,128.70
Dispatchers		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$26.50	\$5,512.00
Road Supervisors		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$31.00	\$64,480.00
Mechanic		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$39.80	\$33,113.60
Utility		3.20	3.20	3.20	3.20	3.20		16.00	832.00	\$25.50	\$21,216.00
Payroll Clerk		0.80	0.80	0.80	0.80	0.80		4.00	208.00	\$25.54	\$5,312.32
Driver #1		4.00	4.00	4.00	4.00	4.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #2		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #3		8.00	8.00	8.00	4.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #4		8.00	8.00	8.00	8.00	8.00		40.00	2,080.00	\$28.65	\$59,592.00
Driver #5		2.21	2.21	2.21	2.21	2.21		11.05	574.60	\$28.65	\$16,462.29
Comments/Notes:	Total Salaries \$426,906.82										
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
	Total Employee Benefits (1+2+3+4) \$163,055.55										
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
	Total Other Costs (5+6+7+8) \$340,703.63										
	TOTAL PRICE \$930,666.00										

****Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS OR YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.**

* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use Part-Time employees has been granted by the County.
 ** Living wage rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in compliance may subject your Bid to rejection.

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

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

MV Transportation, Inc.
 Name of Bidder
 Signature
 Dorothea DePrisco, Assistant Corporate Secretary

September 8, 2023
 Date



2. Minimum Mandatory Requirements

a. Qualified Contract List

Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

MV is included on the Qualified Contractor List resulting from the RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001).

b. Years of Experience with Vehicles and Services

Bidder must have 3 years of experience in compressed natural gas – or propane-powered, heavy-duty, low floor, 30 feet or longer transit buses providing the same or similar type of fixed route services for governmental or social service agency(ies).

Company History

MV Transportation was founded in San Francisco, California, by Feysan and Alex Lodde in 1975. Our founders' mission was to provide freedom of mobility to those individuals who did not have access to transit due to their disability or age. Paratransit service did not exist at this time, and many apartment buildings did not have elevators. Feysan would carry passengers up and down flights of stairs to serve her passengers, and it was these factors that enforced the criticality of the Loddes' work.

This history still defines our company as compassionate, forward-thinking, and staunchly committed to delivering critical services to our communities.

Today, MV operates in 127 locations within 26 states in the U.S. and one province in Canada. We work with public entities like cities, counties, transit agencies, school districts, universities, and private companies. While our portfolio of customers is diverse, our job remains focused on the efficient and safe mobility of people.



Feysan and Alex Lodde
Founders and owners





From fixed route to paratransit, on-demand, TNC, microtransit, and shuttle, our team plays a significant role in mobility today. U.S.-owned and privately held, MV offers the County of Los Angeles a progressive partnership with the experience to accomplish your goals – with inventive approaches and utmost flexibility.

MV Company Statistics 2023

Number of Employees	13,924
Number of Vehicles	9,800
2022 Revenue (Audited)	\$1.3B
Number of Contracts	144
Number of Locations	127
U.S. States and Washington, D.C.	26
Canadian Provinces	1
Years' Operating Passenger Transportation Services	47

Company Experience

MV operates 144 passenger transportation services contracts across North America. We offer turnkey services within our operations, including fleet and facility maintenance, transit management technologies, labor management, and service model design. MV unites industry best practices with state-of-the-art operating concepts to deliver unique solutions to our customers.

- Fixed Route, Commuter, and Shuttle:** Fixed route, commuter services, and employee shuttles comprise our fixed route experience. MV is the provider of choice for large, high-profile agencies and private customers alike. We work with our clients to deliver passenger-facing technologies, best practices in transit management, and high-volume passenger systems solutions.
- Flex Route and On-Demand Shuttle:** For decades, our team has delivered route deviations, zone-based flex routes, and on-demand shuttles. From workforce transportation to rural deviated fixed route systems, our operations flex to solve the specific needs of the communities we serve.
- Paratransit and Demand Service:** MV provides more demand response service than any other company; this work is the foundation of our business, and we have remained the market leader. Our experience ranges from small, local general-public dial-a-rides to complex, high-volume, metropolitan ADA services. In addition to directly-operated services, we also broker services





across multi-provider environments. From Los Angeles to New York City, our paratransit footprint is unsurpassed.

- **Transit Management:** MV offers management services to customers seeking expert executives to achieve their missions and objectives while reaping its support structure's benefits. Under these contract models, we employ executive directors, general managers, and maintenance professionals who direct the transit system, oversee routing and scheduling, identify funding streams, set policy, and manage employees.
- **Fleet Maintenance:** We developed our maintenance program with industry best practices with MV's skilled maintenance professionals. The company's fleet maintenance services continue to protect and extend the life of its transit fleets. Operating in severe and unpredictable weather events and within challenging operating environments, MV has unparalleled maintenance capabilities.
- **Technology Management and Design:** Our team's leader in transit technology offers service optimization through technology-driven analytics. We provide expert guidance and best practices in call center systems, planning tools, reporting solutions, CAD/AVL technologies, and onboard devices. *We have provided a list of our clients as Appendix B to this proposal.*

Specific Experience with Alternative Fuels

MV has substantial experience with alternative fuels in the provision of transit services. The company currently operates and maintains alternatively fueled transit fleets in the following metropolitan areas:

<i>Fuel Type</i>	<i>Locations</i>
Hybrid	<ul style="list-style-type: none"> • Redmond, Wash. • Livermore, Calif. • San Jose, Calif. • San Leandro, Calif. • Various Non-Revenue Fleets Nationally
Electric	<ul style="list-style-type: none"> • Lancaster, Calif. • Austin, Texas • Los Angeles, Calif. • Corpus Christi, Texas (Non-Revenue Fleet)
CNG	<ul style="list-style-type: none"> • Las Vegas, Nev. • Irvine, Calif. • Los Angeles, Calif. • Oceanside, Calif. • Santa Clarita, Calif. • Glendale, Calif.





<i>Fuel Type</i>	<i>Locations</i>
	<ul style="list-style-type: none"> • Compton, Calif. • Downey, Calif. • Tulare, Calif. • Dallas, Texas • Corona, Calif. • Union City, Calif. • La Mirada, Calif. • Thousand Oaks, Calif. • Corpus Christi, Texas • Oxnard, Calif. • Hollister, Calif. • Hanford, Calif.
LPG	<ul style="list-style-type: none"> • Los Angeles, Calif. • West Palm Beach, Fla. • Redmond, Wash.

For hybrid fleets, MV works through our dealer support network for Ford STARS training for high-voltage systems for safety and diagnostic repair. We also work with OEMs, including Gillig, for Alison Hybrid Drive vehicles. MV recommends that operations planning a switch to CNG vehicles send mechanics for qualification training and develop a Train the Trainer program to reinforce qualification training in CNG tank inspection, safety awareness, and CNG system overview.

For CNG-fueled vehicles, MV works with the Automotive Natural Gas Vehicle Institute (ANGI), National Fire Protection Association, and Cummins to ensure the teams working with CNG-fueled vehicles, computer engine controls, and fueling areas have the most current training available for the maintenance, diagnosis, and repair of CNG vehicles.

In locations where we operate LPG, MV works with Rouche Clean Tech and Ford to train and support these critical fuel systems.

Examples of MV's experience using alternative fuels to provide transit services are contracts with some of the most extensive transportation services in the United States.

- **Antelope Valley Transit Authority (Lancaster, CA):** In 2022, MV assumed the operation of Antelope Valley Transit Authority in Lancaster, California (AVTA), the country's largest fully electric transit fleet. AVTA also operates the country's largest network of inductive chargers for its buses. MV operates and maintains approximately 100 electric vehicles.
- **LADOT Commuter Express (Los Angeles, CA):** In 2014, MV's LADOT client deployed a fleet of 84 MCI CNG-powered over-the-road coaches, the first fleet of its kind. MV worked with LADOT to establish best practices for





the care and maintenance of this fleet and ensured its maintenance team was thoroughly trained in CNG-related procedures. MV's experience with this type of vehicle is unmatched in the industry.

- **LADOT DASH (Los Angeles, CA):** Since 2019, MV has received 25 fixed-route electric vehicles (Proterra and BYD) as part of LADOT's electrification initiative. MV participated in the line inspections, is responsible for the maintenance and repair of this new fleet, and we have initiated a pilot with Blue Wave for a managed charging AI platform. MV uses the OptiBus for all blocking and runcutting.
- **Microsoft Connector Shuttle (Redmond, WA):** Since 2005, MV has worked with Microsoft to grow its Connector Shuttle service exponentially. As service expanded, the now 260-vehicle fleet increased to include electric, biodiesel, hybrid, and LPG vehicles.
- **Access Services (Los Angeles, CA):** MV was the first of the Access Services contractors to use alternative fuel "green" vehicles in its fleet expansion. The company first added Toyota Priuses and later added 25 Ford Fusion hybrid vehicles to the fleet.
- **Capital Metro (Austin TX):** MV assumed responsibility for this contract in 2019, and we operate 18 electric fixed route buses (Proterra and New Flyer).

c. Project Manager

Bidder's project manager must have 3 years of experience in compressed natural gas - or propane-powered, heavy-duty, low floor, 30 feet, or longer transit buses, providing the same or similar type of fixed route services for governmental or social service agency(ies).

Stephen Allen, General Manager



Since 2008, General Manager Stephen (Steve) Allan has supervised the successful management of MV's projects. He served from the company's Paramount, CA, location until 2021, when operations were relocated to the current Long Beach, CA, location. As a regional manager for 12 projects – including services operated from neighboring locations – Steve works from this facility three to four days weekly to support the management team and ensure that each contract meets MV and client



expectations. A long-time Southern California resident, he is always available to his team and clients via mobile phone.

With 37 years of public transportation experience, which includes 27 years of management experience, *Steve exceeds the three years of experience required by the County.* His experience includes overseeing teams as large as 600 employees, and he has been responsible for fleets of up to 240 vehicles.

In Long Beach, Steve supervises two operations managers, one maintenance manager, and one safety and training manager who work in partnership to oversee eight contracts. As the primary liaison between MV and clients whose projects operate from this location, Steve regularly contacts each client and meets with them often to discuss their services. He also maintains MV's relationship with Teamsters Local 848, representing vehicle operators.

Steve has enjoyed many successes as MV's Long Beach general manager. He negotiated the company's current collective bargaining agreement, successfully implemented schedule changes to services, and has overseen the implementation of many new projects. Most importantly, Steve has created an optimal working environment where all team members are cross-trained – including office staff – to ensure that service issues can be resolved quickly at any time.

Steve also oversees the following contracts.

<i>Project</i>	<i>Client</i>
La Mirada Transit Services	City of La Mirada
Athens and Lennox Shuttle Services	County of Los Angeles
DowneyLink Fixed Route/Downey Dial-a-Ride	City of Downey
CA State Polytechnic Univ Shuttle	California State Polytechnic University, Pomona
Compton Renaissance Transit System	City of Compton
Florence-Firestone/Walnut Park & Baldwin Hills Shuttle Services	County of Los Angeles
Fixed Route Transit Service	Palos Verdes Peninsula Transit Authority (PVPTA)
Fixed Route Shuttle & DAR Services for the City of West Covina	City of West Covina
King Medical Center and Willowbrook Shuttle Services	County of Los Angeles
Willowbrook et al. Dial-A-Ride Service	County of Los Angeles
San Pedro Trolley Service	San Pedro Property Owners' Alliance

Before joining MV, Steve managed the Super Shuttle in Orange County, providing the airport operations and management of the Disney Cast Shuttle Program. In this role for nine years, he worked with the airport and curb





operations and was responsible for all aspects of employee management. Steve was also president and owner of a Super Shuttle franchise for four years, where he grew revenue from \$7M annually to more than \$13M annually. Steve began his career in public transportation as an operator for 24-Hour Airport Express in La Habra. From here, he steadily moved into roles with increasing responsibility. Steve holds a Bachelor of Arts in business administration from California State University, Fullerton.

Experience

General Manager, MV Transportation, Inc. (Long Beach, CA)

2008 to Present

- Oversees multiple transportation contracts out of MV's Long Beach facility
- Mentors staff at MV's Downey location and monitors staff performance
- Manages MV's union relationship with Teamsters Local 848 and addresses all union grievances
- Works closely with the maintenance manager to ensure vehicles are maintained to client standards
- Works with operations staff to ensure all safety standards are met
- Serves as a member of MV's Location Safety Committee
- Communicates with clients regularly
- Attends weekly meetings with client staff
- Negotiated the company's current Collective Bargaining Agreement with the Teamsters Local 848
- Oversaw the successful startup of additional service

General Manager, Super Shuttle (Orange County, CA)

1998 to 2007

- Managed operations for airport shuttle service and Disney Cast Shuttle Program
- Worked with landside airport operations and curb operations
- Oversaw accounting functions, including payroll, AP/AR, and subcontractor billing





- Addressed human resources issues
- Mentored staff and assisted every department with daily operations
- Oversaw budget and revenue to ensure all expenses were consistent with the plan
- Ensured revenue goal was met or exceeded

President/Franchise Owner, Super Shuttle (Orange County, CA)

1994 to 1998

- Oversaw the daily operation of a 100-vehicle service, which included airport vans and contract buses
- Oversaw service revenue of more than \$13 million
- Directed and oversaw all facets of the operation, including accounting, maintenance, and administrative functions
- Managed a staff of 300, including drivers, reservationists, dispatchers, mechanics, and administrative staff

General Manager, Super Shuttle (Los Angeles, CA)

1991 to 1994

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

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

1986 to 1991

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

1986 to 1991

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

1982 to 1984





Lupe Flores, Project Manager



Lupe Flores brings nearly 25 years of supervisory and management experience in the transportation industry and brings her knowledge from the field and call center work to support the County.

MV proposes Lupe as the proposed project manager for the County's Athens Shuttle and Lennox Shuttles Services. She reconciles all trip data, farebox recovery, and billing and provides invoices. Lupe is also MV's NTD expert and works closely with the County to ensure all federally required data is produced and met. Additionally, she is responsible for accurate payroll and biweekly paycheck processing.

Her training and workshop participation have abetted her success in administration, complaint resolution, scheduling, call center management, and reporting. Lupe implements adherence to safety programs and policies.

Lupe's expanded experience in reporting, coordination, and site management will be an asset to the County's shuttle services program in Avocado Heights. She has overseen between 25-95 sites and over 225 employees. Her understanding of the industry allows her to manage people and processes with quality and efficiency.

Experience

Project Manager, MV Transportation, Inc. (Long Beach, CA) *2009 to Present*

- Assists the general manager with multiple contracts adhering to each specific performance standard requirement
- Oversee 95 on-site employees as well as 50 additional employees in three satellite divisions
- Manages all financial reporting and analysis for multiple contracts
- Assists operations manager with NTD reporting for all contracts
- Manages customer complaint resolution as needed
- Coordinates all staff scheduling
- Collaborates daily with maintenance manager to assess vehicle expenses and concerns





- Processes, approves and finalizes payroll for five divisions
- Reconciles fareboxes
- Reviews revenue reporting and monthly client reporting

Administration Manager, MV Transportation, Inc. (Paramount, CA)

2006 to 2009

- Managed payroll for over 140 employees
- Prepared daily and monthly DASH reporting
- Assisted with HR responsibilities for all staff and drivers
- Assisted operations managers as needed

General Manager, MV Transportation, Inc. (Van Nuys, CA)

2005 to 2006

- Maintained satisfaction with service quality for the Access Service Inc. (ASI) paratransit services
- Managed overall operation of paratransit service
- Managed all dispatch functions and personnel (i.e., reservationists, dispatchers, and drivers)
- Processed data for the provision of paratransit services using DDS
- Interacted with maintenance manager to ensure vehicle maintenance programs were aligned with contract requirements
- Adhered to all safety programs and policies, which contributed to one of the locations significantly exceeding all goals for safety performance
- Coordinated administrative and accounting functions, including payroll, accounts payable, report generation, currency collection, and data collection

Assistant General Manager, MV Transportation, Inc. (Van Nuys, CA)

2004 to 2005

- Assisted general manager with all aspects of the ASI paratransit service
- Managed and oversaw 225 staff personnel and drivers
- Ensured ongoing daily operations





- Created and consolidated various client reports

Call Center Manager, MV Transportation, Inc. (Van Nuys, CA)

2002 to 2004

- Managed all aspects of call center with a staff of over 25 employees
- Supervised, supported, and assisted the dispatch department, including backup staff coverage
- Provided DDS dispatcher support as needed
- Assisted management with overall daily operations
- Responsible for customer commendations and complaint resolution

Center Manager, Operations Shuttle/Assess Services (Los Angeles, CA)

2000 to 2002

- Supervised complaints department
- Scheduled CSRs
- Responded to location inquiries
- Assisted with certification appointments

Dispatch Supervisor, United Independent Taxi Drivers/Access Services (Los Angeles, CA)

1994 to 2000

- Managed both taxi and access call centers
- Assisted in daily operations, worked with DDS building reports
- Assisted call center staff and drivers with customer complaint resolution





Kay Kindle, Operations Manager



MV's proposed Operations Manager, Kay Kindle, brings over 30 years of transit management experience in the greater Los Angeles area and is MV's proposed operations manager for the Athens Shuttle and Lennox Shuttles Services.

Kay holds a Transportation Safety Institute certificate from the USDOT, among other credentials. She provides team coaching, leadership, and mentorship to staff. She understands the value of creating and maintaining a productive work environment and its positive impact on achieving high-quality customer service.

Kay currently serves as the operations manager for MV at Paramount. She oversees the daily operations of multiple services comprising Access Services, Lynwood Shuttle, and Willowbrook DAR to ensure alignment with contract requirements. She provides counseling and employee development, including disciplinary action and accurate documentation. Kay motivates, coaches, and counsels employees in support of high-quality customer service. She oversees and reviews data entries to ensure accurate and timely processing of client and company invoices. Kay oversees and reviews data entries to ensure accurate and timely processing of client/company invoices. She also provides training as needed, gathers data for reporting, participates in finance meetings to ensure budget adherence, and reviews analysis to recommend service enhancements.

From 2012 to 2016, Kay served as an operations manager for MV in Irvine. She oversaw the daily operation of 17 vehicles and over 20 employees. She was responsible for system performance in all functions, including operations, maintenance, dispatch, quality assurance, and safety. Kay was the company liaison to passengers, city, and community members and met all performance standards.

Kay joined MV in 2001 as a field supervisor in our Los Angeles/Paramount location, where she conducted field evaluations and on-street service and safety monitoring for fixed route and paratransit operations. She completed training and received several certificates, including a Transit/Paratransit Management Certificate from the University of the Pacific/Eberhardt School of Business, a Certified Trainer certificate from the Transportation Safety Institute, and a Dispatcher Certification from ACCESS Services in Los Angeles.





Experience

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

2016 to Present

- Oversees the daily operations of multiple services comprising Access Services, Lynwood Shuttle, and Willowbrook DAR to ensure alignment with contract requirements
- Delivers daily support and assistance in all operations functions
- Provides counseling and employee development, including disciplinary action as well as accurate documentation
- Motivates, coaches, and counsels employees in support of high-quality customer service
- Oversees and reviews data entries to ensure accurate and timely processing of client/company invoices
- Provides training as needed; gathers data for reporting, participates in finance meetings to ensure budget adherence; coordinates special events; and reviews analysis & initiates resolutions

Operations Manager, MV Transportation, Inc. (Irvine, CA)

2012 to 2016

- Oversaw the daily operation of 17 vehicles and 24 employees in compliance with policies and procedures of the City of Irvine
- Responsible for system performance in all functions, including operations, maintenance, dispatch, quality assurance, and safety
- Served as company liaison to passengers, City, and community members
- Responsible for meeting or exceeding all performance standards
- Oversaw activities of operations manager and maintenance manager
- Reviewed and responded to all customer complaints
- Ensured that the City promptly received all required reports





Operations Manager, MV Transportation, Inc. (Paramount, CA)
2007 to 2012

- Ensured the safe and efficient operation of transit and paratransit vehicles according to contract requirements
- Maintained professional relationship with City of Whittier
- Successfully passed all CHP/NTD/CalTrans and FTA audits with no findings
- Provided outstanding communication and customer service to passengers and community

Field Road Supervisor MV Transportation, Inc. (Paramount, CA)
2001 to 2007

- Supported multiple contracts for Access Services, LADOT, Cerritos, and Compton
- Assisted operations with driver evaluations
- Oversaw the dispatcher area to ensure drivers were fit for duty
- Ensured all routes were covered
- Assisted maintenance manager with PMI schedules and road calls
- Conducted daily road evaluations and monitored drivers for on-time performance
- Conducted behind-the-wheel training

Operations Supervisor, R&D Transportation, LLC (Alhambra, CA)
1999 to 2001

- Conducted field evaluations and monitoring
- Ensured that vehicle condition, operator performance, and service met contract requirements
- Responded to accidents and/or incidents
- Conducted behind-the-wheel training
- Responsible for handling and storage of daily fare receipts





Road Supervisor, Laidlaw Transit Services, Inc. (Long Beach, CA)

1997 to 1999

- Ensured the safe and efficient operation of all vehicles according to contract requirements
- Conducted field evaluations and on-street monitoring
- Assessed vehicle conditions and operator performance, and ensured service and safety rule adherence
- Responded promptly to accidents/incidents and completed associated reports
- Conducted behind-the-wheel training

Safety Supervisor, Irwin Industries/Texaco Sulfur Refinery (Wilmington, CA)

1982 to 1995

- Ensured all safety regulations were followed
- Conducted plant safety meetings and monitored and corrected procedures to ensure OSHA compliance
- Operated and conducted training on various types of machinery, including fork- and man-lifts, welded pipes, and other metals

Certifications

- *PDS: Effective Efficient Dispatching and Scheduling Workshop*, Access, El Monte, CA – 02/12
- *Transit/Paratransit Management Certificate*, University of the Pacific/Eberhardt School of Business - Los Angeles, CA – 12/11
- *Workplace Ethics*, Element K – 06/11
- *Transportation Safety Institute Certificate*, U.S Department of Transportation, Whittier, CA – 04/11
- *Violence in the Transit Workplace – Prevention, Response, and Recovery Certificate*, National Transit Institute, El Monte, CA – 08/10
- *Safety & Training Manager Seminar*, MV University, Elk Horn, IA – 08/10





- *Drug & Alcohol Reasonable Suspicion Supervisor Training*, Federal Transit Administration, Los Angeles, CA – 03/10
- *Leadership: Communication Strategies*, University of California, Los Angeles UCLA Extension – Los Angeles, CA – 10/09

Ruben Nunez, Safety and Training Manager



For the County, MV proposes Ruben Nunez as safety and training manager for the County's Athens Shuttle and Lennox Shuttle Services. Ruben has been with MV since 2016 and brings comprehensive expertise to the County, having previously held transit roles as a former operator, trainer, and dispatcher.

Ruben currently serves as MV's safety and training manager in Long Beach, California, where he focuses on maintaining the transit service's safety standards. Ruben is responsible for several tasks, including recruiting and application processing; new hire interviews and onboarding; driver training and evaluations, and conducting safety campaigns. Ruben will leverage his experience for the County through the administration and maintenance of all core safety practices.

Prior to his safety and training management role, Ruben served as an MV trainer and technology data manager with expertise in DriveCam oversight. He provided support for safety operations through operator training and/or retraining, as well as in the development of methodologies to deter risky behaviors. Ruben also made sure that Behind-the-Wheel (BTW) training and other road supervisor certifications remained in compliance with MV's safety standards and is himself Transportation Safety Institute (TSI) certified.

Experience

Safety & Training Manager, MV Transportation, Inc. (Long Beach, CA) 2023

- Reviews DriveCam events and identifies risky behaviors
- Coaches and retrains operators on risky behaviors and provides status of identified risky drivers to general manager
- Develops methods to deter risky behaviors, provides safety blitzes and communication with drivers





- Behind-the-Wheel (BTW) Trainer
- Classroom development
- Organizes training files for students
- Conducts interviews and completed new hire onboarding tasks
- Conducts driver evaluations
- Manages team of BTW trainers and organized both new hire and operator refresher training
- Knowledge of route conditions and trained employees on potential hazards on all routes
- Familiarity with drug and alcohol testing procedures
- Recruiting and application processes via ICIMS
- Performs credential book review and order of MVRs and Pull Notices
- Participates in CHP audits
- Participates in drug and alcohol audits
- OSHA compliance
- Conducts safety campaigns and blitzes regarding risky behavior trends and develops mitigation strategies
- Accident reporting
- Communication
- Transportation Safety Institute (TSI) certified



DriveCam/Training/ Technology Data Manager, MV Transportation (Los Angeles, CA)
2019 to 2023

- Reviewed DriveCam events and identified risky behaviors
- Coached and retrained operators on risky behaviors and reported to general manager on the statuses of risky drivers



- Developed methods to deter risky behaviors, conducted safety campaigns blitzes, and maintained direct communication with drivers
- BTW Trainer
- Classroom development
- Organized training files for students
- Conducted interviews and completed new hire onboarding tasks
- Conducted driver evaluations
- Assisted safety manager with service-related safety operations
- Managed small team of BTW trainers and organized both new hire and operator refresher training
- Performed recruiting and application processes via ICIMS
- Performed credential book review and order of MVRs and pull notices
- Knowledge of route conditions and trained employees on potential hazards on all routes
- Familiarity with drug and alcohol testing procedures
- Accident reporting
- Communication
- Transportation Safety Institute (TSI) certified

Dispatch Supervisor, MV Transportation (Los Angeles, CA)

2017 to 2019

- Previous experience with time points and on-time performance
- Dispatched and supervised LADOT Commuter Express and dash services for the South division
- Monitored attendance and productivity for employees by maintaining accurate and updated records; also covered routes when employees called off sick
- Supervised driver dispatching, route planning, and vehicle tracking for over 150 drivers





- Maintained the most up-to-date knowledge of all in-field personnel and navigation within the LADOT routes
- Assisted operators in detours
- Radioed safety messages to operators to remain safe while out driving
- Boarded buses while out on the field and conducted field observations
- Vaulting money boxes from the buses returning to the yard
- Road supervisor, observing operators to ensure safe, on-time daily runs
- Supervisor for Metrolink Shuttle
- Received customer commendations for customer service as Metrolink Supervisor
- Trained in operating 30ft up to 45ft busses (MCI, Gilligs, and El Dorado Buses)

Driver, MV Transportation (Los Angeles, CA)

2016 to 2017

- Class B with Passenger Endorsements and Airbrakes
- Operated routes for LADOT South Dash and Commuter Express
- Obtained extensive knowledge of community and surrounding areas along routes
- Built strong rapport with dispatch and operations teams
- Kept strict and safe adherence to operating schedule
- Transported clients to specified destinations safely and on time
- Followed safety rules to keep a clean driving record, with no accidents or incidents
- Interacted with customers pleasantly to meet needs and drive satisfaction
- Completed pre- and post-trip safety inspections to record and report any defects and malfunctions





- Coordinated with team members and remained flexible in work scheduling to meet service needs
- Trained in operating 30ft up to 45ft busses (MCI, Gilligs, and El Dorado Buses)

Combo Clerk, Ralphs (Los Angeles, CA)

2014 to 2016

- Cleaned shelves and restocked with new inventory when products were running low
- Helped customers complete purchases, including processing payments and bagging items
- Assisted customers based on currently available product, promotional, and policy information
- Assisted customers by carrying packages and bags and securing purchases in vehicles
- Performed within front-end team, assisting manager and co-workers with covering cashier lunch breaks

Grocery Associate, Smart and Final (Los Angeles, CA)

2012 to 2013

- Identified items for reordering and replenishment and reported merchandise needs to grocery manager
- Greeted store customers and assisted with product location, loading or unloading heavy items, and retrieving out-of-reach items
- Operated equipment, including forklift, flatbed and hand jack, to receive, rotate and replenish product
- Followed safety and sanitation procedures to provide quality services and products for customers
- Maintained clear aisles during restocking to avoid hazards and promote guest convenience
- Assisted customers based on currently available product, promotional, and policy information





d. Maintenance Manager

Bidder's maintenance manager must have 3 years of experience maintaining similar fleets of compressed natural gas- or propane-powered, heavy-duty, low-floor, 30 feet, or longer transit buses.

Martin Camargo, Maintenance Manager



Martin Camargo has worked as MV's maintenance manager in Long Beach, CA (formerly in Paramount, CA) since 2001. Martin is a skilled supervisor with more than three decades of experience. He ensures that the vehicles for the seven contracts operated from Long Beach, CA, are carefully maintained and ready for service daily.

Martin also manages maintenance functions for MV's West Covina location, supervising the lead technician and visiting the location several times weekly to review the overall success of the maintenance program.

When Martin arrives at the Long Beach shop each morning, he reviews all preventive maintenance schedules and work orders and orders parts if necessary. The evening maintenance team provides him with written communication regarding requirements for the shop for the following day, and he ensures that technicians and vehicle service workers have the items needed to care for each service's fleet properly. He handles all warranty issues and runs client reports using the Trapeze Enterprise Asset Management software.

Martin works closely with his team, and in addition to online training provided through MV, he looks for opportunities throughout the workday to use as times for training. He also ensures that his team members fully understand their tasks and are prepared to fulfill their respective duties by completing spot checks of service throughout the day. During his tenure in Long Beach, Martin and his team have also transitioned into a primarily CNG maintenance environment. MV's team of technicians has completed CNG-specific training.

Martin started his maintenance career in 1990 as a mechanic for Laidlaw Transit Services in Los Angeles and moved into the role of lead mechanic – a position he held for four years.

Martin is ASE-certified in Preventive Maintenance Inspections, Brakes, and Heating/AC and is certified as an MCS Qualified DOT Brake Inspector. He has completed South Coast Air Quality Management District Training in refrigerant recovery and International Mobile Air Conditioning Training.





Martin exceeds the County's requirements of a minimum of three years of experience in providing the same or similar fixed route maintenance services, using propane-powered, 30 feet or longer heavy-duty, transit buses.

In addition to the County of Los Angeles' Athens Shuttle and Lennox Shuttles Services, Martin is responsible for the maintenance activities for the following projects:

<i>Project</i>	<i>Client</i>
Avocado Heights, Bassett, West Valinda, and East Valinda Shuttle Services	County of Los Angeles
DowneyLink Fixed Route/ Downey Dial-a-Ride	City of Downey
Willowbrook Dial-A-Ride Services	County of Los Angeles
CA State Polytechnic Univ Shuttle	California State Polytechnic University, Pomona
Compton Renaissance Transit System	City of Compton
Florence-Firestone/Walnut Park & Baldwin Hills Shuttle Services	County of Los Angeles
Fixed Route Transit Service	Palos Verdes Peninsula Transit Authority (PVPTA)
Fixed Route Shuttle & DAR Services	City of West Covina
King Medical Center and Willowbrook Shuttle Services	County of Los Angeles
San Pedro Trolley Service	San Pedro Property Owners' Alliance

Experience

Maintenance Manager, MV Transportation, Inc. (Long Beach, CA)

2001 to Present

- Communicates and instills a strict safety culture
- Has a strong knowledge of engineering concepts, including electrical, hydraulic, and mechanical systems
- Ensures proper maintenance of onboard technology, including MDTs, DriveCam, radio systems, and security camera systems
- Oversees eight maintenance staff members working two shifts
- Diagnoses engine and drivability issues



- Manages shop labor schedules, improving productivity and efficiency
- Administers Trapeze EAM maintenance management software program to support accurate budgeting and records
- Maintains preventive maintenance program at 100 percent PMI on-time performance
- Analyzes repair and road failure data to predict issues and resolve common problems
- Coordinates with operations to enable the proper quantity of vehicles for the pull-out each day
- Supervises cleaning of the fleet to exceed expectations of the contract
- Controls and monitors inventory and ensures appropriate vehicle maintenance files

Maintenance Manager, R & D Transportation (Los Angeles, CA)

1999 to 2001

Lead Mechanic, Laidlaw Transit Services (Paramount, CA)

1995 to 1999

Mechanic, Laidlaw Transit Services (Los Angeles, CA)

1990 to 1995

Certifications

- Training and Examination Required by SCAQMD for *Refrigerant Training in CFC-12 for Refrigerant Recycling and Service Procedures*
- Training in R-12 for *Refrigerant Recycling and Service Procedures*
- Completed *Trans/Air Factory Maintenance and Service Course*
- Completed *Cummins Engine Workshop*
- Completed *InSite 5-3 Diagnostics Requirements*
- Certificate for completion of *Caterpillar Engine Training*
- Certificate of Achievement for *Fleet Electrical System*
- Certificate of completion of *Life Training Seminar for Braun Mobility Products*





- Certificate of completion of *Operation and Maintenance of Braun Wheelchair Lifts*
- Certificate of completion of *Training of Mirage F9A, F9B Eclips Wheelchair Lifts*
- Certificate of completion of training in *S-Series Wheelchair Lifts*
- Certificate of completion of *Step-Life Service Seminar*
- Certification of *Qualified DOT Brake Inspector*
- Certified in *Operation and Maintenance of Amerex Vehicle Fire Suppression Systems*
- Certified in the *Operation, Maintenance, and Repair of Amerex Modular Vehicle Fire Suppression*
- Certificate of achievement for *Truflex/PANG Tire Repair Seminar*
- Certificate of completion of *Wheel End - Installation*
- Certificate of completion of *Commercial Bus Maintenance Workshop*

e. CHP Safety Compliance Inspections

Bidder must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the bidder's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the bidder has not performed services in California, the bidder must provide copies of a similar vehicle, maintenance facilities, or terminal inspection for the prior 3 years by a governmental agency.

We have included the required CHP Inspection reports for our Long Beach facility as Appendix C to this proposal.





f. Vehicles

Bidder's vehicle(s) must meet or exceed the service vehicle requirements as set forth in Exhibit I.1, Contractor-Provided Service Vehicle Requirements. If the bidder does not meet the service vehicle(s) requirement at the time of submission, but fully intends to comply if awarded the contract, the bidder must provide an affirmative statement that upon start of the contract, the service vehicle(s) will comply with Exhibit I.1, Contractor-Provided Spare Service Vehicle Requirements.

Currently, MV uses the following vehicles for this service:

- **County Provided:** #330 2021 El Dorado Axess – CNG
- **County Provided:** #329 2021 El Dorado Axess – CNG
- **MV Provided:** #317 2014 El Dorado E450 – CNG

g. Employee Information

Bidder must submit copies of its employees' valid State of California Department of Motor Vehicles 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.

Please refer to the following table for a list of our operators with proper licensing per the requirements in the County's IFB. *In Appendix D, MV has included copies of the operators' driver's licenses, medical cards, and VTT cards.*

<i>Operators with DMV Class B Driver's License</i>		
<i>Operator Name</i>	<i>Class of Driver's License</i>	<i>"P" Endorsement or Higher (Yes or No)</i>
Damond Bryant	B	Yes
Bobbie Donaldson	B	Yes
Kenya Compton	B	Yes
Joel Cruz	B	Yes





h. Maintenance Staff Assigned to this Contract and ASE Certifications

Bidder 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 bidder must submit an affirmative statement that all of bidder's maintenance personnel assigned to this contract within 12 months of the date of hire or the start of the contract, whichever occurs last, will obtain ASE certification in the H-4 ASE Transit Bus Brakes Test.

MV's technicians assigned to this contract have obtained the ASE certifications listed below. *Please refer to Appendix E for copies of the certifications.* Our technician assigned to this contract will, within 12 months of the date of hire or the start date of the contract, whichever occurs last, obtain ASE certifications in the A5 ASE Automobile and Light Truck Brakes Test.

<i>Technicians with ASE Certifications</i>		
<i>Technician Name</i>	<i>ASE Certification</i>	<i>Directly Employed by the Contractor (Yes or No)</i>
Alejandro Montes	<ul style="list-style-type: none"> • Master Automobile Technician • Alternate Fuels Technician • Transit Bus Technician • School Bus Technician • Medium/Heavy Truck Technician • Advanced Level Specialist 	Yes





i. Section 609 of the Clean Air Act

Bidder must submit proof of Section 609 of the Clean Air Act: Motor Vehicle Air Conditioning certification from an Environmental Protection Agency 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-18.1.

Maintenance Staff Section 609 Certifications

Following this section, *MV has included copies of the MACS or equivalent certifications as Appendix F to this proposal.*

<i>Technician Name</i>	<i>Type of Certification</i>	<i>Directly Employed by the Contractor (Yes or No)</i>
Alejandro Montes	Mobile Air Conditioning Society (MACS) Certified	Yes



APPENDIX A
GOOD FAITH EFFORTS
DOCUMENTATION

Los Angeles Department of Public Works

Athens Shuttle and Lennox Shuttle Services

RFP NO: BRC0000435

**MV Transportation, Inc.
DBE Suppliers and Subcontractors Selected:**

Commodity	Awarded Firm	NAICS Code
Uniforms	Not Awarded	315210, 424330, 448190
Fuel Provision	Not Awarded	424720

LEGAL ADVERTISEMENTS



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Los Angeles Daily News** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(562) 499-1236**.

Notice ID: ffew5wqepbvI8maDG5sx | **Proof Updated: Jun. 22, 2023 at 01:28pm PDT**
Notice Name: MV Transportation - Athens Lennox Shuttle

See Proof on Next Page

FILER	FILING FOR
Aleena Beaty aleena.beaty@mvtransit.com	Los Angeles Daily News
<hr/>	
Columns Wide: 4	Ad Class: Legals
<hr/>	
06/24/2023: General/Miscellaneous	210.81
<hr/>	
	Subtotal \$210.81
	Tax % 0
	Total \$210.81

MV Transportation, Inc. (MV) is proposing as a prime contractor in response to the Los Angeles Department of Public Works for Athens Shuttle and Lennox Shuttle Services, RFP NO. BRC0000435 project located in Los Angeles County, CA. The proposal due date is 07/10/2023. We would appreciate letters of Interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services: Uniforms and Fuel Provision. For additional information, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty at MVDBE1@mvtransit.com. The DBE Quote Deadline is July 5, 2023.
Los Angeles Daily News
Published: 6/24/23

Billing Information

Customer Name: Aleena Beaty
Address: 2711 N Haskell Ave
City: Dallas
State: TX
Zip: 75204
Phone Number: [REDACTED]
Account ID: [REDACTED]

Order Information

Order Number: 7938396
Order Date: 6/22/2023
Gross price: \$1,092.66

Los Angeles Times – Legal:

Publication: Los Angeles Times

Section: Legal

AdSize: 2 Column

Lines: 20

Run Date(s): Saturday, June 24, 2023

Color: No


Los Angeles Times

Preview:

MV Transportation, Inc. (MV) is proposing as a prime contractor in response to the Los Angeles Department of Public Works for Athens Shuttle and Lennox Shuttle Services, RFP NO. BRC0000435 project located in Los Angeles County, CA. The proposal due date is 07/10/2023. We would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services: Uniforms and Fuel Provision. For additional information, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty at MVDBE1@mvtransit.com. The DBE Quote Deadline is July 5, 2023.

ORDER NUMBER: 7938396

PURCHASE DATE: 06/22/2023
 PACKAGE NAME: Los Angeles Times - Legal: Legal-Notices

PUBLICATION	PRODUCT	SIZE	RUN DATES	AD PREVIEW
Los Angeles Times	Section: Legal Zone(s): Full Run Line(s): 20 Color: No	Two-column	Dates: Saturday, June 24, 2023	<small>MV Transportation, Inc. (MVI) is proposing as a prime contractor in response to the Los Angeles Department of Public Works for Address Shuttle and Lanes Shuttle Services, RFP NO. BPC0000435 project located in Los Angeles County, CA. The proposal due date is 07/10/2023. We would appreciate letters of interest from Community Based Enterprise (CBE) including W8C2B1C7V8LJG8T00 firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services: Uniforms and Fuel Provision. For additional information, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP or to receive a quote form and scope of work detail, please contact Aleena Beaty at MVI@mvtransport.com. The CBE Quote Deadline is July 5, 2023.</small>
	Section: Legal Notices		Dates: 06/24/2023, Sat - 06/24/2023, Sat	
				Total \$1,092.66

BILLING INFORMATION

Name: Aleena Beaty
 Card Type: Visa
 Card Number: ●●●●
 Your credit card will be billed as The Los Angeles Times Media Group



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **San Gabriel Valley Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(626) 544-0885**.

Notice ID: bNbwJ5MuN1CNVovdADB8 | **Proof Updated: Jun. 22, 2023 at 01:33pm PDT**
Notice Name: MV Transportation - Athens Lennox Shuttle

See Proof on Next Page

FILER	FILING FOR
Aleena Beaty aleena.beaty@mvtransit.com	San Gabriel Valley Tribune
<hr/>	
Columns Wide: 4	Ad Class: Legals
<hr/>	
06/26/2023: General/Miscellaneous	163.49
<hr/>	
	Subtotal \$163.49
	Tax % 0
	Total \$163.49

MV Transportation, Inc. (MV) is proposing as a prime contractor in response to the Los Angeles Department of Public Works for Athens Shuttle and Lennox Shuttle Services, RFP NO. BRC0000435 project located in Los Angeles County, CA. The proposal due date is 07/10/2023. We would appreciate letters of Interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services: Uniforms and Fuel Provision. For additional information, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty at MVDBE1@mvtransit.com. The DBE Quote Deadline is July 5, 2023.
San Gabriel Valley Tribune
Published: 6/26/23



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **San Gabriel Valley Tribune** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(626) 544-0885**.

Notice ID: bNbwJ5MuN1CNVovdADB8 | **Proof Updated: Jun. 22, 2023 at 02:16pm PDT**
Notice Name: MV Transportation - Athens Lennox Shuttle

See Proof on Next Page

FILER	FILING FOR
Aleena Beaty aleena.beaty@mvtransit.com	San Gabriel Valley Tribune
<hr/>	
Columns Wide: 3	Ad Class: Legals
<hr/>	
06/26/2023: General/Miscellaneous	163.49
<hr/>	
	Subtotal \$163.49
	Tax % 0
	Total \$163.49

MV Transportation, Inc. (MV) is proposing as a prime contractor in response to the Los Angeles Department of Public Works for Athens Shuttle and Lennox Shuttle Services, RFP NO. BRC0000435 project located in Los Angeles County, CA. The proposal due date is 07/10/2023. We would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services: Uniforms and Fuel Provision. For additional information, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty at MVDBE1@mvtransit.com. The DBE Quote Deadline is July 5, 2023.

San Gabriel Valley Tribune
Published: 6/26/23

GOOD FAITH EFFORT LOG

Client Name	Contact Name	Address	City	State	Zip	Phone Number	Email	Certification	NACES Code Description	NACES Codes	Vertical Communication of	Miss Communication of	Quote Form Sent (Y/N)	Quote Form Received (Y/N)	Commitment Made (Y/N)	Finalized (N/C/Comment Made)
SHINE SAFETY AND SUPPLY	PHILIP SUTWAG	4515 BROADWAY	DARTMOUTH	GA	30173	771-625-6338	shinesafety@gmail.com	CBE	Car and Semi-Attached Contractors	315210		Miss Communication of: No response from Outreach.	N	N	N	No Response from Outreach.
AFAS PRODUCTS & SERVICES, INC.	LEA GALLAGHER	31 MARSHCROFT CT.	PALM BEACH	GA	33471	888-236-9889	leagallagher@afas.com	DOBE	Custom Bldg. Mfg. Contractors, Mfg. and Equip. Cst and Serv. Assoc./Manufacturing and Equip. Cst and Serv. Assoc./Manufacturing Other Clngng. Svcs.	315220 315230 441900	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
CHRISTINA BELVA GLOBS PRODUCTIONS	CHRISTINA BELVA	P O BOX 2562	EL SEGUNDO	CA	90426	562-265-6420	christinab@earthlink.net	DOBE	Car and Semi-Attached Contractors	315210	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
FEDERAL ONE SUPPLIES LLC	DARBY WILKARD	1625 10 CEDARDAVE	POMERANITY	CA	91952	424-324-9249	dwilcard@federalone.com	DOE	Women, Children, and Family Clngng and Accessions Merchant Workshps. Purchasing and Procurement Products Merchant Workshps (except Bldg. Stations and Transp.)	441330 441340 441720	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
REFR EVERY FULL DEEBEN COMPANY INC.	CARLEEN ROTH	8905 LYNNE DR	LONG BEACH	CA	90803	562-496-1279	carleer@refrevery.com	DOBE	Car and Semi-Attached Contractors	315210	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
MCMAVERICK, INC.	KATE FLORES	4685 CORNEL MOUNTAIN RD	SAN DIEGO	CA	92119	619-652-5185	katef@mcmaverick.com	DOBE	Women, Children, and Family Clngng and Accessions Merchant Workshps.	441330	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
JOHN GUERRERO DUBLINO BASKETBALL ASSOCIATION	JOHN PALGUERERO	1442 ZERO DR	PROVIDENCIA	CA	91769	213-361-0090	johnp@jgdb.com	DOE	Other Clngng. Svcs.	441900	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
WHEEL UP CLOTHING	SOPH KANZ	622 FREEDOM BLVD # 110	NORTHridge	CA	91324	818-272-6151	sokanz@wheelupclothing.com	DOE	Women, Children, and Family Clngng & Accessories Merchant Workshps.	441330 441900	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
PINACLE PETROLEUM, INC.	LEIGH KENNEL	1905 GREENLAIN	MANTENIMIENTO	CA	92647	714-441-4877	leighk@pinaclepetroleum.com	DOE	Petroleum Bldg. Stations and Terminals, Refining and Processing Products Merchant Workshps (except Bldg. Stations and Transp.)	424710 424720	Miss Communication of: No response from Outreach.	N	N	N	N	Quote form not received.
GOLDEN WEST CONSTRUCTION SERVICES, LLC.	CHRISTINA PARKER	445 S. BURGESS ST # 21	LOS ANGELES	CA	90071	N/A	christinap@goldwest.com	DOE	Petroleum and Petroleum Products Merchant Workshps (except Bldg. Stations and Transp.)	424720	Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
PW/PHYS	Mary Miller	1300 Colquhoun Rd	Aurora	IL	31208	604-676-8041	mmiller@pwphys.com	Event Received			Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
RTN Management	Kathryn Kelly					562-375-5572	kathryn@rtngm.com	Event Received			Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.
New Tech	Sarah Jones	1401 Wood Street	Seattle	WA	98114	313-813-7887	sarah@newtech.com	Event Received			Miss Communication of: No response from Outreach.	N	N	N	N	No Response from Outreach.

CBE Listing Request

Aleena Beaty

From: Aleena Beaty
Sent: Thursday, June 22, 2023 1:07 PM
To: cbesbe@opportunity.lacounty.gov; osb@opportunity.lacounty.gov
Cc: MVDBE1
Subject: Request for CBE Listing

Good afternoon,

I am inquiring about a CBE Listing that can be used for outreach in the Athens Shuttle and Lennox Shuttle Services (BRC0000435).

Thank you in advance for providing this information.

Thank you,

*Aleena Beaty
Special Projects Manager, DBE of Source to Settle*

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: Santiago Orozco <SOrozco@opportunity.lacounty.gov>
Sent: Monday, July 17, 2023 10:27 AM
To: Aleena Beaty
Subject: RE: Subject: Request for CBE Listing
Attachments: Copy of CBE Certifications List.xlsx

You don't often get email from sorozco@opportunity.lacounty.gov. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Salutations,

Per your request, attached are current listings of participating vendors in the County of Los Angeles CBE Program in Excel format. Please note that these reports are multiple pages long; be careful if you choose to print.

Vendors may appear in multiple categories; they are categorized according to the information provided in their applications. These listings are updated regularly so please feel free to request updates for future needs.

Please contact us if you have questions at CBESBE@opportunity.lacounty.gov or (844) 432-4900.

Best,



Santiago Orozco

Small Business Counselor

Concierge / APEX Accelerator -

Office of Small Business

Department of Economic Opportunity

County of Los Angeles

Work: (213) 320 - 8506 | Sorozco@opportunity.lacounty.gov

General Office: 844-432-4900 | opportunity.lacounty.gov

From: Aleena Beaty <aleena.beaty@mvtransit.com>

Sent: Thursday, June 22, 2023 11:07 AM

To: WDACS CBESBE <cbesbe@opportunity.lacounty.gov>; Office of Small Business <osb@opportunity.lacounty.gov>

Cc: MVDBE1 <MVDBE1@mvtransit.com>

Subject: Request for CBE Listing

CAUTION: External Email. Proceed Responsibly.

Good afternoon,

I am inquiring about a CBE Listing that can be used for outreach in the Athens Shuttle and Lennox Shuttle Services (BRC0000435).

Thank you in advance for providing this information.

Thank you,

Aleena Beaty

Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

#MVFinancial#

CBE Outreach Email

Aleena Beaty

From: MVDBE1
Sent: Thursday, June 22, 2023 4:41 PM
To: MVDBE1
Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/23

June 22, 2023
VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at: <http://dcba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Sincerely,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty

Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: MVDBE1
Sent: Thursday, June 22, 2023 4:41 PM
To: MVDBE1
Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Bcc: skylinesafety@hotmail.com; sales@afsproductsinc.com; mybroker@crsinvest.com; velascod@federalonesupplies-gsa.com; accounting@redcompany.com; KATE@APEXSOLUTIONSCO.COM; lbaceo@outlook.com; sonia@mixedupclothing.com; lmckinley@pinnaclepetroleum.com; Christina@goldenwestfuel.com



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/23

June 22, 2023
VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at: <http://dcba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Thank you,

Aleena Beaty

Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: Mallory Craig <mccraig@pinnaclepetroleum.com>
Sent: Thursday, July 6, 2023 5:01 PM
To: MVD BE1
Subject: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[You don't often get email from mccraig@pinnaclepetroleum.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Jason Baker <jbaker@pinnaclepetroleum.com>
Sent: Thursday, July 6, 2023 4:41 PM
To: MVDBE1
Subject: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: kate@apexsolutionsco.com
Sent: Friday, June 23, 2023 9:32 AM
To: MVD BE1
Subject: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Liz McKinley <lmckinley@pinnaclepetroleum.com>
Sent: Friday, June 23, 2023 8:08 AM
To: MVD BE1
Subject: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Read: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@outlook.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVDBE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@redcompany.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVD BE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[You don't often get email from postmaster@redcompany.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@pinnaclepetroleum.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVDBE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[You don't often get email from postmaster@pinnaclepetroleum.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@NETORGFT3465018.onmicrosoft.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVDBE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[You don't often get email from postmaster@netorgft3465018.onmicrosoft.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@NETORG6701254.onmicrosoft.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVDBE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[You don't often get email from postmaster@netorg6701254.onmicrosoft.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@outlook.com
Sent: Thursday, June 22, 2023 4:42 PM
To: MVDBE1
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Microsoft Outlook
To: KATE@APEXSOLUTIONSCO.COM
Sent: Thursday, June 22, 2023 4:42 PM
Subject: Relayed: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

KATE@APEXSOLUTIONSCO.COM (KATE@APEXSOLUTIONSCO.COM)

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



LA Dept of Public
Works - Athe...

Aleena Beaty

From: Microsoft Outlook
To: sonia@mixedupclothing.com
Sent: Thursday, June 22, 2023 4:42 PM
Subject: Relayed: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sonia@mixedupclothing.com (sonia@mixedupclothing.com)

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



LA Dept of Public
Works - Athe...

Aleena Beaty

From: Microsoft Outlook
To: mybroker@crsinvest.com
Sent: Thursday, June 22, 2023 4:42 PM
Subject: Relayed: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

mybroker@crsinvest.com (mybroker@crsinvest.com)

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



LA Dept of Public
Works - Athe...

Aleena Beaty

From: Microsoft Outlook
To: sales@afsproductsinc.com
Sent: Thursday, June 22, 2023 4:42 PM
Subject: Relayed: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sales@afsproductsinc.com (sales@afsproductsinc.com)

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



LA Dept of Public
Works - Athe...

Aleena Beaty

From: Microsoft Outlook
To: MVDBE1
Sent: Thursday, June 22, 2023 4:42 PM
Subject: Delivered: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



LA Dept of Public
Works - Athe...

CBE Bid Extension Email

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 6, 2023 4:35 PM
To: MVDBE1
Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Good Afternoon,

The DBE Quote deadline has been extended until **July 14, 2023** at 5:00pm PST!

If you have any questions about this project, would like to receive a quote form or a copy of the RFP, please contact Aleena Beaty at mvdbe1@mvtransit.com.

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: MVDBE1
Sent: Thursday, June 22, 2023 4:41 PM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/2023

June 22, 2023
VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at: <http://dcba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Sincerely,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 6, 2023 4:35 PM
To: MVDBE1
Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Bcc: skylinesafety@hotmail.com; sales@afsproductsinc.com; mybroker@crsinvest.com; velascod@federalonesupplies-gsa.com; accounting@redcompany.com; KATE@APEXSOLUTIONSCO.COM; lbaceo@outlook.com; sonia@mixedupclothing.com; lmckinley@pinnaclepetroleum.com; Christina@goldenwestfuel.com; bids@pwxpress.com; kkelley@rtwmanagement.com

Good Afternoon,

The DBE Quote deadline has been extended until **July 14, 2023** at 5:00pm PST!

If you have any questions about this project, would like to receive a quote form or a copy of the RFP, please contact Aleena Beaty at mvdbe1@mvtransit.com.

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: MVDBE1
Sent: Thursday, June 22, 2023 4:41 PM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/2023

June 22, 2023
VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at: <http://dcba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Sincerely,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: postmaster@outlook.com
Sent: Thursday, July 6, 2023 4:35 PM
To: MVDBE1
Subject: Delivered: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: postmaster@outlook.com
Sent: Thursday, July 6, 2023 4:35 PM
To: MVDBE1
Subject: Delivered: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: KATE@APEXSOLUTIONSCO.COM
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Relayed: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

KATE@APEXSOLUTIONSCO.COM (KATE@APEXSOLUTIONSCO.COM)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: sonia@mixedupclothing.com
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Relayed: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sonia@mixedupclothing.com (sonia@mixedupclothing.com)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: sales@afsproductsinc.com
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Relayed: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sales@afsproductsinc.com (sales@afsproductsinc.com)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: bids@pwxpress.com
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Relayed: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

bids@pwxpress.com (bids@pwxpress.com)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: mybroker@crsinvest.com
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Relayed: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

mybroker@crsinvest.com (mybroker@crsinvest.com)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: MVDBE1
Sent: Thursday, July 6, 2023 4:35 PM
Subject: Delivered: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: BID EXTENSION - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



BID EXTENSION -
LA Dept of Pub...

Response to Outreach

Aleena Beaty

From: Microsoft Outlook
To: Sandy Jenkins (she/her)
Sent: Thursday, July 13, 2023 12:25 PM
Subject: Relayed: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Sandy Jenkins (she/her) (sjenkins@novatechnologiesgrp.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: Microsoft Outlook
To: MVDBE1
Sent: Thursday, July 13, 2023 12:25 PM
Subject: Delivered: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 13, 2023 12:25 PM
To: Sandy Jenkins (she/her); MVDBE1
Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Hi Sandy,

Thank you for your response. What commodities do you supply?

For this project we are looking for Uniforms and Fuel Provision from CBE certified firms in the state of California.

Are either of these commodities of interest to you?

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Sandy Jenkins (she/her) <sjenkins@novatechnologiesgrp.com>
Sent: Tuesday, July 11, 2023 2:55 AM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: Re: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

We are suppliers

On Tue, Jul 11, 2023 at 2:19 AM MVDBE1 <MVDBE1@mvtransit.com> wrote:

Good afternoon, Sandy,

For this project we are looking for certified CBE firms in the state of California who can provide Uniforms or Fuel Provision.

I'd be happy to send you the quote form and RFP, which commodity does your firm provide?

Thank you,

Aleena Beaty

Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Sandy Jenkins <sjenkins@novatechnologiesgrp.com>

Sent: Friday, July 7, 2023 1:58 PM

To: MVDBE1 <MVDBE1@mvtransit.com>

Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Do you have the bid docs for this opportunity:
RFP - Athens Shuttle and Lennox Shuttle Services

Thanks!

Sandy Jenkins (she/her)
315-813-7887

NovaTech

www.novatechnologiesgrp.com

1401 Nobel Street
Sainte-Julie, QC J3E1Z4, Canada

Aleena Beaty

From: Sandy Jenkins (she/her) <sjenkins@novatechnologiesgrp.com>
Sent: Tuesday, July 11, 2023 2:55 AM
To: MVDBE1
Subject: Re: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

We are suppliers

On Tue, Jul 11, 2023 at 2:19 AM MVDBE1 <MVDBE1@mvtransit.com> wrote:

Good afternoon, Sandy,

For this project we are looking for certified CBE firms in the state of California who can provide Uniforms or Fuel Provision.

I'd be happy to send you the quote form and RFP, which commodity does your firm provide?

Thank you,

Aleena Beaty

Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831

aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Sandy Jenkins <sjenkins@novatechnologiesgrp.com>
Sent: Friday, July 7, 2023 1:58 PM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Do you have the bid docs for this opportunity:
RFP - Athens Shuttle and Lennox Shuttle Services

Thanks!

Sandy Jenkins (she/her)
315-813-7887

NovaTech
www.novatechnologiesgrp.com

1401 Nobel Street
Sainte-Julie, QC J3E1Z4, Canada

Aleena Beaty

From: Microsoft Outlook
To: Sandy Jenkins
Sent: Monday, July 10, 2023 3:50 PM
Subject: Relayed: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[Sandy Jenkins \(sjenkins@novatechnologiesgrp.com\)](mailto:sjenkins@novatechnologiesgrp.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: Microsoft Outlook
To: MVDBE1
Sent: Monday, July 10, 2023 3:50 PM
Subject: Delivered: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: MVDBE1
Sent: Monday, July 10, 2023 3:50 PM
To: Sandy Jenkins; MVDBE1
Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Good afternoon, Sandy,

For this project we are looking for certified CBE firms in the state of California who can provide Uniforms or Fuel Provision.

I'd be happy to send you the quote form and RFP, which commodity does your firm provide?

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Sandy Jenkins <sjenkins@novatechnologiesgrp.com>
Sent: Friday, July 7, 2023 1:58 PM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Do you have the bid docs for this opportunity:
RFP - Athens Shuttle and Lennox Shuttle Services

Thanks!

Sandy Jenkins (she/her)
315-813-7887

NovaTech

www.novatechnologiesgrp.com

1401 Nobel Street
Sainte-Julie, QC J3E1Z4, Canada

Aleena Beaty

From: Sandy Jenkins <sjenkins@novatechnologiesgrp.com>
Sent: Friday, July 7, 2023 1:58 PM
To: MVD BE1
Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Do you have the bid docs for this opportunity:
RFP - Athens Shuttle and Lennox Shuttle Services

Thanks!

Sandy Jenkins (she/her)
315-813-7887

NovaTech
www.novatechnologiesgrp.com

1401 Nobel Street
Sainte-Julie, QC J3E1Z4, Canada

Aleena Beaty

From: postmaster@NETORGFT1603321.onmicrosoft.com
Sent: Thursday, July 6, 2023 4:47 PM
To: MVD BE1
Subject: Delivered: RE: Athens Shuttle and Lennox Shuttle Service
Attachments: Delivered: RE: Athens Shuttle and Lennox Shuttle Service

[You don't often get email from postmaster@netorgft1603321.onmicrosoft.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: MVDBE1
Sent: Thursday, July 6, 2023 4:47 PM
Subject: Delivered: RE: Athens Shuttle and Lennox Shuttle Service

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: RE: Athens Shuttle and Lennox Shuttle Service



RE: Athens Shuttle
and Lennox ...

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 6, 2023 4:46 PM
To: Kaitlin Kelley; MVDBE1
Subject: RE: Athens Shuttle and Lennox Shuttle Service

Hello Kaitlin,

Thank you for your interest in this project. The bid deadline has been extended until July 14, 2023.

We are looking for certified CBE firms to provide Uniforms and Fuel Provisions. Please let me know which quote form you are interested in and provide a copy of your CBE certification.

If you have any questions, please feel free to reach out anytime.

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Kaitlin Kelley <kkelley@rtwmanagement.com>
Sent: Wednesday, June 28, 2023 10:42 AM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: Athens Shuttle and Lennox Shuttle Service

You don't often get email from kkelley@rtwmanagement.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Hello Aleena,

Can you send me all the needed documents for the Athens Shuttle and Lennox Shuttle Services contract?

Kind regards,

Kaitlin Kelley | Business Development

RTW Management Inc.

Email: kkelley@rtwmanagement.com

Direct: 530.575.5572

Website: <http://www.RTWManagement.com%20aximfsg.com>] www.RTWManagement.com

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: bids@pwxpress.com
Sent: Thursday, July 6, 2023 4:44 PM
Subject: Relayed: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

bids@pwxpress.com (bids@pwxpress.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: MVDBE1
Sent: Thursday, July 6, 2023 4:44 PM
Subject: Delivered: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...



RE: RFP - Athens
Shuttle and L...

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 6, 2023 4:44 PM
To: bids@pwxpress.com; MVDBE1
Subject: RE: RFP - Athens Shuttle and Lennox Shuttle Services...

Hello Mary,

Thank you for your interest in this project. The bid deadline has been extended until July 14, 2023.

We are looking for certified CBE firms to provide Uniforms and Fuel Provisions. Please let me know which quote form you are interested in and also provide a copy of your CBE certification.

If you have any questions, please feel free to reach out anytime.

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: bids@pwxpress.com <bids@pwxpress.com>
Sent: Monday, June 26, 2023 12:40 PM
To: MVDBE1 <MVDBE1@mvtransit.com>
Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

You don't often get email from bids@pwxpress.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Hi, I wanted to see if you would send over bid documents for the bid for RFP - Athens Shuttle and Lennox Shuttle Services

Best Regards

Mary Miller
408-676-8941

My Address
PWXPRESS
1900 Coffeepport Rd
Jacksonville, FL 32208
bids@pwypress.com

Aleena Beaty

From: Microsoft Outlook <postmaster@mvtransit.onmicrosoft.com>
To: MVDBE1
Sent: Thursday, July 6, 2023 4:41 PM
Subject: Delivered: RE: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: RE: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



RE: LA Dept of
Public Works - ...

Aleena Beaty

From: MVDBE1
Sent: Thursday, July 6, 2023 4:40 PM
To: Mallory Craig; MVDBE1
Cc: Jason Baker; Liz McKinley
Subject: RE: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: FUEL_PROVISION_QUOTE_FORM_ATHENS-LENNOX.xlsx

Good Afternoon,

Thank you for your interest in this project, I apologize for the delay in getting back to you.

The bid deadline for this project has been extended until Friday July 14, 2023 at 5:00pm PST.

I have attached a copy of the quote form for fuel provision. If you have any questions, please feel free to reach out anytime.

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

From: Mallory Craig <mcraig@pinnaclepetroleum.com>
Sent: Friday, June 23, 2023 11:45 AM
To: MVDBE1 <MVDBE1@mvtransit.com>
Cc: Jason Baker <jbaker@pinnaclepetroleum.com>; Liz McKinley <lmckinley@pinnaclepetroleum.com>
Subject: RE: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

You don't often get email from mcraig@pinnaclepetroleum.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Good morning Aleena,

We received the below notification . We are very interested being considered for the Athens Shuttle and Lennox Shuttle Services RFP for Fuel Provision. Pinnacle Petroleum is a 100% woman-owned business certified nationally with the Women's Business Enterprise National Council as a **WBE** and **WOSB**, and locally as an LA County **Community Business Enterprise**. We specialize in competitively price wholesale bulk fuel supply, and our company has worked with several construction companies across the nation to provide fuel products and services, including bulk fuel deliveries, tank rentals, wet hosing services, lubricants, greases, and other petroleum products.

We are a current vendor to MV Transit, delivering bulk fuel and providing fleet cards.

We are very interested in working with your team as a fuel supplier on this project. Can you provide more information on the scope of this project, so I can provide you with a formal fuel quote? Let me know if you have any questions or would like more information. Thank you in advance for the opportunity.

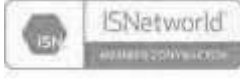
 **Mallory Craig • Marketing Coordinator**

Pinnacle Petroleum, Inc. • *Your National Fuel Supply Partner*

Phone: (714) 841-8877 • Email: mcraig@pinnaclepetroleum.com

16651 Gemini Lane • Huntington Beach, CA • 92647

Website: www.pinnaclepetroleum.com • DIR Registration #1000003013



Connect with us on [Linked In](#) • Chat with me on [Teams](#) 

 Please consider the environment before printing this e-mail.

Begin forwarded message:

From: MVDBE1 <MVDBE1@mvtransit.com>

Date: June 22, 2023 at 5:41:38 PM EDT

To: MVDBE1 <MVDBE1@mvtransit.com>

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/2023

June 22, 2023
VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at <http://doba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Sincerely,

Keith Everage
VP, Business Development

Thank you,

*Aleena Beaty
Special Projects Manager, DBE of Source to Settle*

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: Kaitlin Kelley <kkelley@rtwmanagement.com>
Sent: Wednesday, June 28, 2023 10:42 AM
To: MVD BE1
Subject: Athens Shuttle and Lennox Shuttle Service

You don't often get email from kkelley@rtwmanagement.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Hello Aleena,

Can you send me all the needed documents for the Athens Shuttle and Lennox Shuttle Services contract?

Kind regards,

Kaitlin Kelley | Business Development

RTW Management Inc.

Email: kkelley@rtwmanagement.com

Direct: 530.575.5572

Website: <http://www.RTWManagement.com%20aximfsg.com> | www.RTWManagement.com

Aleena Beaty

From: bids@pwypress.com
Sent: Monday, June 26, 2023 12:40 PM
To: MVD BE1
Subject: RFP - Athens Shuttle and Lennox Shuttle Services...

You don't often get email from bids@pwypress.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Hi, I wanted to see if you would send over bid documents for the bid for RFP - Athens Shuttle and Lennox Shuttle Services

Best Regards

Mary Miller
408-676-8941

My Address
PWXPRESS
1900 Coffeepoint Rd
Jacksonville, FL 32208
bids@pwypress.com

Aleena Beaty

From: Mallory Craig <mccraig@pinnaclepetroleum.com>
Sent: Friday, June 23, 2023 11:45 AM
To: MVDDBE1
Cc: Jason Baker; Liz McKinley
Subject: RE: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Woman Owned Small Business - Pinnacle Petroleum 2023.pdf; Women's Business Enterprise - Pinnacle Petroleum 2023.pdf; CBE Recertification Letter - WBE exp 2025.pdf

You don't often get email from mccraig@pinnaclepetroleum.com. [Learn why this is important](#)

[CAUTION - EXTERNAL EMAIL] This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Good morning Aleena,

We received the below notification . We are very interested being considered for the Athens Shuttle and Lennox Shuttle Services RFP for Fuel Provision. Pinnacle Petroleum is a 100% woman-owned business certified nationally with the Women's Business Enterprise National Council as a **WBE** and **WOSB**, and locally as an LA County **Community Business Enterprise**. We specialize in competitively price wholesale bulk fuel supply, and our company has worked with several construction companies across the nation to provide fuel products and services, including bulk fuel deliveries, tank rentals, wet hosing services, lubricants, greases, and other petroleum products.

We are a current vendor to MV Transit, delivering bulk fuel and providing fleet cards.

We are very interested in working with your team as a fuel supplier on this project. Can you provide more information on the scope of this project, so I can provide you with a formal fuel quote? Let me know if you have any questions or would like more information. Thank you in advance for the opportunity.

 **Mallory Craig • Marketing Coordinator**

Pinnacle Petroleum, Inc. • *Your National Fuel Supply Partner*

Phone: (714) 841-8877 • Email: mccraig@pinnaclepetroleum.com

16651 Gemini Lane • Huntington Beach, CA • 92647

Website: www.pinnaclepetroleum.com • DIR Registration #1000003013

SBA WOSB
Woman Owned Small Business



Connect with us on [Linked In](#) • Chat with me on [Teams](#) 

 Please consider the environment before printing this e-mail.

Begin forwarded message:

From: MVDDBE1 <MVDDBE1@mvtransit.com>

Date: June 22, 2023 at 5:41:38 PM EDT

To: MVDBE1 <MVDBE1@mvtransit.com>

Subject: LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Project: Athens Shuttle and Lennox Shuttle Services
RFP NO: BRC0000435
Client: Los Angeles Department of Public Works
Bid Date: 07/10/23/23

June 22, 2023

VIA: Email

Dear Business Owner:

MV Transportation, Inc. (MV) is proposing on the above-referenced project as a prime contractor and would appreciate letters of interest from Community Based Enterprise (CBE including MBE/WBE/DBE/DVBE/LGBTQQ) firms who are currently certified, active and without restrictions with the County of Los Angeles CBE Program for the following services:

Uniforms and Fuel Provision.

Los Angeles Department of Public Works requests bid submissions for the Athens Shuttle and Lennox Shuttle Services contract. This contract has been designed to have a potential maximum contract term of 5 years consisting of an initial 1-year term and potential additional four 1-year option renewals.

PLEASE NOTE:

YOU MUST BE CERTIFIED WITH THE COUNTY OF LOS ANGELES TO BE AN ELIGIBLE VENDOR FOR THIS PROJECT.

Should you need any assistance in determining your CBE status or obtaining certification, contact the County of Los Angeles at <http://doba.lacounty.gov>.

For additional information on this project, assistance with bonding, lines of credit, insurance, to receive a copy of the RFP, or to receive a quote form and scope of work detail, please contact Aleena Beaty via email at MVDBE1@mvtransit.com or (972) 689-8831 to call/text. Proposals from CBE firms will be due to MV Transportation on July 5th, 2023, at 5pm PST.

MV Transportation is an Equal Opportunity Employer (EEO), and as a matter of policy, encourages the participation of DBE and SBE businesses. If you are interested in participating in this project, please email a copy of your certificate and brief company bio to MVDBE1@mvtransit.com by July 5th, 2023, at 5pm PST.

Sincerely,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.

Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Award Notification

Aleena Beaty

From: MVDBE1
Sent: Tuesday, July 18, 2023 10:46 AM
To: MVDBE1
Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

*******BID AWARD NOTIFICATION*******

Via: Email
Project Owner: Los Angeles Department of Public Works
Project Name: Athens Shuttle and Lennox Shuttle Services
RFP Number: BRC0000435
Bid Date: 07/24/2023.

To whom it may concern:

Thank you to those firms who participated in our bid with MV Transportation, Inc. (MV) in the operation of Athens Shuttle and Lennox Shuttle Services, RFP BRC0000435. MV has reviewed all proposals submitted and we are pleased to announce the following awards.

If your company name is listed as the awarded firm, **your firm will be named as a subcontractor/supplier in MV's bid to Athens Shuttle and Lennox Shuttle Services.**

If your company name is listed as the awarded firm, **we will be in touch with you to complete the required forms associated with this bid.**

Commodity	Awarded Firm
Uniforms	Not Awarded
Fuel Provision	Not Awarded

Thank you all for your participation.

Best Regards,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com
(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"safety is a small investment for a rich future." - unknown

Aleena Beaty

From: MVDBE1
Sent: Tuesday, July 18, 2023 10:46 AM
To: MVDBE1
Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Bcc: skylinesafety@hotmail.com; sales@afsproductsinc.com; mybroker@crsinvest.com; velascod@federalonesupplies-gsa.com; accounting@redcompany.com; KATE@APEXSOLUTIONSCO.COM; lbaceo@outlook.com; sonia@mixedupclothing.com; lmckinley@pinnaclepetroleum.com; Christina@goldenwestfuel.com; bids@pwxpress.com; kkelley@rtwmanagement.com; sjenkins@novatechnologiesgrp.com

*******BID AWARD NOTIFICATION*******

Via: Email

Project Owner: Los Angeles Department of Public Works
Project Name: Athens Shuttle and Lennox Shuttle Services
RFP Number: BRC0000435
Bid Date: 07/24/2023.

To whom it may concern:

Thank you to those firms who participated in our bid with MV Transportation, Inc. (MV) in the operation of Athens Shuttle and Lennox Shuttle Services, RFP BRC0000435. MV has reviewed all proposals submitted and we are pleased to announce the following awards.

If your company name is listed as the awarded firm, **your firm will be named as a subcontractor/supplier in MV's bid to Athens Shuttle and Lennox Shuttle Services.**

If your company name is listed as the awarded firm, **we will be in touch with you to complete the required forms associated with this bid.**

Commodity	Awarded Firm
Uniforms	Not Awarded
Fuel Provision	Not Awarded

Thank you all for your participation.

Best Regards,

Keith Everage
VP, Business Development

Thank you,

Aleena Beaty
Special Projects Manager, DBE of Source to Settle

MV Transportation, Inc.
Mobile: (972) 689-8831
aleena.beaty@mvtransit.com

(Central Time Zone)



**We Deliver the Best Customer Experience with
Industry-leading Safety, Reliability and Innovation**

"Safety is a small investment for a rich future." - unknown

Aleena Beaty

From: postmaster@outlook.com
Sent: Tuesday, July 18, 2023 10:46 AM
To: MVDBE1
Subject: Delivered: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435
Attachments: Delivered: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

[CAUTION - EXTERNAL EMAIL]

This email came from outside the MVT organization. Please be cautious engaging in communication, clicking on links, or opening attachments.

Aleena Beaty

From: Microsoft Outlook
To: bids@pwxpress.com
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

bids@pwxpress.com (bids@pwxpress.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: KATE@APEXSOLUTIONSCO.COM
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

KATE@APEXSOLUTIONSCO.COM (KATE@APEXSOLUTIONSCO.COM)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: sjenkins@novatechnologiesgrp.com
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sjenkins@novatechnologiesgrp.com (sjenkins@novatechnologiesgrp.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: sonia@mixedupclothing.com
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sonia@mixedupclothing.com (sonia@mixedupclothing.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: sales@afsproductsinc.com
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sales@afsproductsinc.com (sales@afsproductsinc.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: mybroker@crsinvest.com
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Relayed: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

mybroker@crsinvest.com (mybroker@crsinvest.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

Aleena Beaty

From: Microsoft Outlook
To: MVDBE1
Sent: Tuesday, July 18, 2023 10:46 AM
Subject: Delivered: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435

Your message has been delivered to the following recipients:

[MVDBE1 \(MVDBE1@mvtransit.com\)](mailto:MVDBE1@mvtransit.com)

Subject: Award Notification - LA Dept of Public Works - Athens and Lennox Shuttle Services, RFP NO: BRC0000435



Award
Notification - L...

APPENDIX B

MV CONTRACT LIST

**Attachment to FORM PW-18.1 (SUPPLEMENTAL)
 BIDDER'S COMPLIANCE WITH THE MINIMUM MANDATORY REQUIREMENTS OF THE IFB
 ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES (BRC0000435)**

Client Name	Contract Name	Service Start Date	Service End Date	Service Type	Type and Number of Vehicles
Abbott Laboratories	Abbott Labs Shuttle Service	10/1/2014	Present	Private (Corporate) Shuttle	(9) Dodge Sprinters, (5) Chevy 5500, (1) Ford E350, (2) Toyota Prius
AbbVie Inc.	AbbVie, Inc. Shuttle Services	10/6/2014	Present	Private (Corporate) Shuttle	16 total vehicles, 6 14-passenger buses, 5 28-34 passenger buses, 3 21-passenger buses, 2 Ford CMAX cars
Antelope Valley Transit Authority (AVTA)	Services Agreement 2021-52	6/25/2022	Present	Fixed Route	(4) - 35' - BYD K9S - Electric, (37) - 40' - BYD K9M - Electric, (13) - 60' - BYD K11 - Electric, (21) - 45' - MCI D45E - Electric
Black Hawk	Black Hawk Tramway	1/1/2008	Present	Fixed Route	(1) 30' low floor with WC; (2) Cutaways 20 pax (18 +2 pax capacity); (3) 2013 International Cutaways
Burbank	Burbank Bus Transit Operation Services	8/1/2011	Present	Fixed Route	7- Supreme President- 2003- CNG, 5- Bluebird ULF-2006 - CNG 5- Bluebird ULF2009 - CNG, 1- Ford F550- 2018- CNG
Burbank Bob Hope Airport	Courtesy Shuttle Services	11/1/2015	Present	Airport Shuttle	9-2015 E450 Starcraft - CNG, 1-2006 Bluebird low floor - CNG
Butler Transit Authority (BTA)	Fixed Route Transportation & Maintenance Services	7/1/2017	Present	Fixed Route	12 total heavy-duty vehicles, 6 low floor 30 foot Gillig CNG 5 MCI Commuter Coaches CNG, 1 Diesel Gillig Phantom Trolley
California State Polytechnic University, Pomona	CA State Polytechnic Univ Shuttle	7/1/2015	Present	Fixed Route	8 total: 32' and 25'
Capital Metropolitan Transportation Authority	BRT, UT Shuttle & Fixed Routes Contracted Services	10/1/2015	Present	Fixed Route	(120) 35FT DIESEL BUSES, (222) 40FT ELECTRIC BUSES, (44) 45FT COACH DIESEL BUSES, (31) 60FT ELECTRIC BUSES, (7) Cutaways
Capitola	Capitola Summer Shuttle	5/23/2009	Present	Public Shuttle	2-2013 Glaval Frl Diesel, 4-2016 Ford E450 2-2016 Freightliner, 3-2018 Starcraft Ford Gas 4-2020 Glaval Ford, 2-2021 Ford E450 1-2020 Freightliner B2
Cary	Town of Cary-Apex Shuttle Service	6/22/2022	Present	Public Shuttle	2-2015 Gillig Diesel, 4-2016 Eldorado Gas 8-2016 Champion Gas, 6-2018 Champion Gas 2-2019 Champion Gas, 5-2016 MV1 Gas 7-2014 MV1 Gas, 1-2012 Ford E350
Cary	Town of Cary-Morrisville Shuttle Service	7/30/2021	Present	Public Shuttle	2-2015 Gillig Diesel, 4-2016 Eldorado Gas 8-2016 Champion Gas, 6-2018 Champion Gas 2-2019 Champion Gas, 5-2016 MV1 Gas 7-2014 MV1 Gas, 1-2012 Ford E350
Compton	Compton Renaissance Transit System	9/8/2003	Present	Fixed Route	Transmark/ Aerotech/6
Coral Gables	Professional Services Agreement	12/1/2017	Present	Fixed Route	13 Trolley
Crown Colony Home Owners Association	Transportation Services Agreement	9/1/2016	Present	Public Shuttle	1 Cutaway, 12 passengers
Emeryville Transportation Management Association (ETMA)	Shuttle Operation and Maintenance Services for Emery Go-Round, West Berkeley Shu	3/1/2013	Present	Private (Corporate) Shuttle	(15) shuttle buses-36 passenger, (2) vans
Englewood	Arts Shuttle	1/1/2010	Present	Public Shuttle	3 35 PASSENGER CUT-A-WAY
Ford Point	Ford Point Shuttle	11/1/2006	Present	Private (Corporate) Shuttle	(1) 16/2 Cutaway
Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	7/1/2013	Present	University/College Shuttle	22 Total: 19 Buses: 4 Cutaway 16 passenger Chevys; 15- 35' Eldorados; and 3 sedans (14 peak/10 off-peak during fall/winter/spring sessions, 9 peak/7 off-peak during summer session)
Glendale	Beeline	3/31/2002	Present	Fixed Route	1- 2001- New Flyer- C35LF- CNG, 2- 2005- New Flyer- C40LF- CNG 10- 2009- New Flyer- C35LF- CNG, 4-2012- New Flyer- C40LF- CNG 10- 2013- New Flyer- C40LF- CNG, 10- 2015- New Flyer- XN40- CNG 2- 2019 Gillig -XN40-CNG, 5- 2020- New Flyer- XN40- CNG
Hialeah	Municipal Circulator Service	11/1/2010	Present	Fixed Route	13 Fixed Route (10 El Dorados/3 Blue Birds) 1 Para-transit (Ford E-350)

Client Name	Contract Name	Service Start Date	Service End Date	Service Type	Type and Number of Vehicles
Livermore Amador Valley Transit Authority (LAVTA)	Wheels	7/1/2002	Present	Fixed Route	74 Gillig
Los Angeles County	King Medical Center Shuttle	6/1/2011	Present	Private (Corporate) Shuttle	(2) 2010 Chevy
Los Angeles County	Avocado Heights, Bassett, W & E Valinda Shuttle Services	9/1/2014	Present	Public Shuttle	2-2018 El Dorado Access CNG 1-2021 El Dorado Access CNG
Los Angeles County	Florence-Firestone/Walnut Park & Baldwin Hills Shuttle Services	9/1/2014	Present	Public Shuttle	3
Los Angeles County	Athens and Lennox Shuttle Services	9/1/2014	Present	Public Shuttle	2-Ford F550 CNG
Los Angeles Department of Transportation (LADOT)	Operations of LADOT Bus Transit Operations North Region	6/1/2012	Present	Fixed Route	DASH 35? = 17, Commuter Express = 63
Los Angeles Department of Transportation (LADOT)	Operations of the LADOT Bus Transit Operations South Region	9/1/2011	Present	Fixed Route	MCI Commuter buses 32 DASH Community buses 32
Los Angeles Department of Transportation (LADOT)	LADOT Dash Downtown	10/29/2019	Present	Fixed Route	32-35 feet fixed route vehicles, 55 - CNG Vehicles 24 - New Electric Vehicles
Los Angeles Department of Transportation (LADOT)	LADOT DASH Mid-Cities, Central, LANow	10/29/2019	Present	Fixed Route	Number of Routes: 1 route Number and Type of Vehicles: 8 buses clean energy cutaways, CNG
Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	10/31/2010	Present	Fixed Route	56- Orion VI- 2000 - Diesel, 4- NABI 32' LF- 2010 - CNG 8- New Flyer XN40- 2014 - CNG, 10- New Flyer C-40LF- 2001 - CNG
Loyola University	University Shuttle	7/1/2014	Present	University/College Shuttle	8 Ford (biodiesel) 2009 E-350 (seats 12)
Marin County Transit District	West Marin Stagecoach/ Muir Woods Shuttle	7/1/2006	Present	Public Shuttle	7 Ford/Chevy Cutaway and 10 El Dorado XHF
Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	7/1/2005	Present	Private (Corporate) Shuttle	25- 2015 Ford E450 LPG- Connector, 27- 2015 Van Hool CX35- Connector 20- 2017 Van Hool CX35- Connector, 15- 2015 Van Hool CX45- Connector 8- 2019 Van Hool CX35- Connector, 7- 2009-2011 Chevy 3500- Shuttle DR 55- 2015-2018 Ford CMAX- Shuttle DR 26- 201
Mid Mon Valley Transit Authority	Subcontracted Transportation Services-Fixed Route and Maintenance	6/29/2013	Present	Fixed Route	31 35 and 40 ft Gillig and Champions. 8 new CNG gillig
Mission Bay Transportation Management Association	Mission Bay Shuttle Service	5/1/2010	Present	Private (Corporate) Shuttle	(7) C5500 StarCraft All Star Cutaway
Mountain View Transportation Management Association	Shuttle Operation Services	1/12/2015	Present	Public Shuttle	7 Cutaways
National Railroad Passenger Corporation dba Amtrak	Amitrak Route 68 Salinas-Carmel	3/15/2005	Present	Private (Corporate) Shuttle	Two 22+2 Cutaways w/baggage storage
National Renewable Energy Laboratory (NREL)	NREL Employee Shuttle Service	6/21/2010	Present	Private (Corporate) Shuttle	6 - 12 passenger cut aways
Palos Verdes Peninsula Transit Authority (PVPTA)	Fixed Route Transit Service	8/1/2015	Present	Fixed Route	(No. 25) (Type Blue Bird, 5500 Ford Cutaways, 5500 Chevy
Presidio Trust	Presidio Trust Shuttle (PresidiGo)	3/8/2009	Present	Public Shuttle	(11) CNG buses,
Queens College Auxiliary Enterprises Corporation	Queens College-Bus Transportation Shuttle Services	8/21/2014	Present	University/College Shuttle	8 total, 6 International and Bluebird diesel buses and 2 sedans

Client Name	Contract Name	Service Start Date	Service End Date	Service Type	Type and Number of Vehicles
Regional Transportation Commission of Southern Nevada (RTC)	Operation and Maintenance of Fixed Route Transit Services Lot A	7/7/2013	Present	Fixed Route	30 - 2012- NF 40ft CNG, 8- 2014- NF Xcelisior 60ft CNG 25 - 2015- NF Xcelisior 40ft CNG, 9 - 2015- NF Xcelisior 60ft CNG - 21- 2016- NF Xcelisior 40ft CNG, 8- 2016- NF Xcelisior 60ft CNG 11- 2018- NF Xcelisior 40ft CNG, 20- 2018- NF Xcelisior
San Mateo County Transit District (SamTrans)	Dumbarton Bridge Express Bus Service	12/19/2011	Present	Fixed Route	20 Gilligs, 20-40'
San Mateo County Transit District (SamTrans)	SamTrans - CUB	9/30/2001	Present	Fixed Route	(14) 60' NABI buses; (11) 35' Gillig buses; (41) 40' Gillig buses
San Mateo County Transit District (SamTrans)	Contracted Shuttle Services	3/1/2015	Present	Public Shuttle	Cutaways 45 20,28 and 40 passengers
San Leandro	Non-Professional Services Agreement - Flex Shuttle	8/1/2003	Present	Deviated Fixed Route	(2) Chevy G5500
San Leandro Transit Management Organization (SLTMO)	LINKS Employee Commuter Shuttle Service	5/1/2001	Present	Public Shuttle	9-2007 Starlink Ford E450, 1-2006 Starlink Ford E450 1-2004 Starlink Ford E450, 1-2002 Starlink Ford E450 1-2007 Starcraft Chevy 5500, 2-2007 Eldorado Chevy 5500 5-2008 Startrans Ford E450, 3-2008 Startrans Chevy 5500
San Pedro Property Owners' Alliance	San Pedro Trolley Service	10/1/2012	Present	Fixed Route	2 Trolleys
Show Low	Four Seasons Connection & White Mountain Connection	7/1/2001	Present	Fixed Route	2- 2012 Ford ElDorado Diesel, 1-2009 Chevy El Dorado Diesel 2.2010 Chevy ARBOC Gas, 1-2008 Chevy El Dorado Gas
Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Routes 674, 709, 711 & 715	6/6/2008	Present	Fixed Route	(9) Eldorado
Suburban Bus Division of the Regional Transportation Authority (PACE)	Fixed Route and Feeder Service (Routes 662-665, 668 & 669 Westmont Feeder)	8/24/2014	Present	Fixed Route	6 Eldorado and 3 cutaway
University of California	University of CA, Berkeley Shuttle Services	1/1/2017	Present	University/College Shuttle	3 buses are 40 ft and 3 are 35 Ft and two cut aways the long buses are diesel the smaller cutaways are gas. mixed fleet of eight gasoline and diesel fueled
University of Colorado	University of Colorado Shuttle Bus Service	6/1/2012	Present	University/College Shuttle	(4) Large Cutaways GMC Glaval
University of Denver	Campus & Community Shuttle Service Pilot	10/1/2019	Present	University/College Shuttle	3 passenger cut-away
University of Louisville	HSC Campus Shuttle	8/17/2020	Present	University/College Shuttle	4 Client Owned Ford F650

APPENDIX C

CHP INSPECTION REPORTS

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo		CODE B	OTHER PROGRAM(S)	LOCATION CODE 530	SUBAREA S43

CARRIER LEGAL NAME MV Public Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 259-9911
---	------------------------------	---

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

1850 E 33rd Street, Long Beach, CA 90807

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

2711 North Haskell Avenue Suite 1500, Dallas, Tx 75204

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

1850 E 33rd Street, Long Beach, CA 90807

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHs BY TYPE I 55 II	Mod Limo	DRIVERS 38	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Genevieve Lira	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) (562) 319-7343
EMERGENCY CONTACT (NAME) Stephan Allen Ext 5004	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2022]

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

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T	<input checked="" type="checkbox"/> TCP <input type="checkbox"/> PSC 35697	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input checked="" type="checkbox"/> MC <input type="checkbox"/> MX 648465	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION Annual B-Bus

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable																			
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM				DRIVER RECORDS				REG. EQUIPMENT				HAZARDOUS MATERIALS				TERMINAL			
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S			
DRIVER RECORDS		No. 14 Time 5.0	No. 19 Time 3.5	No. 14 Time 10.5																	
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted				CONTAINERS/TANKS No. Time				VEHICLES PLACED OUT-OF-SERVICE Vehicles Units											
BRAKES		REMARKS																			
LAMPS & SIGNALS																					
CONNECTING DEVICES																					
STEERING & SUSPENSION																					
TIRES & WHEELS																					
EQUIPMENT REQUIREMENTS	2																				
CONTAINERS & TANKS																					
HAZARDOUS MATERIALS																					


INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R	NON-BIT <input type="checkbox"/>	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 02/08,09/2023	TIME IN 06:00	TIME OUT 16:00
INSPECTED BY (NAME(S)) K. Hardison					ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None	

MOTOR CARRIER CERTIFICATION

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

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 02/09/2023
CARRIER REPRESENTATIVE'S PRINTED NAME Genevieve Lirab	TITLE Safety Manager	DRIVER LICENSE NUMBER STATE

California Highway Patrol

	US DOT # 1205759	Legal: MV PUBLIC TRANSPORTATION INC Operating (DBA):										
MC/MX #: 648465		State #: 468401		Federal Tax ID: 11-3706367 (EIN)								
Review Type: Non-ratable Review - Special Study												
Scope: Terminal		Location of Review/Audit: Company facility in the U. S.		Territory: C								
Operation Types <table border="1" style="display:inline-table; border-collapse: collapse;"> <tr> <td style="width:15%;">Interstate</td> <td style="width:15%;">Intrastate</td> </tr> <tr> <td>Carrier: Non-HM</td> <td>N/A</td> </tr> <tr> <td>Shipper: N/A</td> <td>N/A</td> </tr> <tr> <td>Cargo Tank:</td> <td>N/A</td> </tr> </table>					Interstate	Intrastate	Carrier: Non-HM	N/A	Shipper: N/A	N/A	Cargo Tank:	N/A
Interstate	Intrastate											
Carrier: Non-HM	N/A											
Shipper: N/A	N/A											
Cargo Tank:	N/A											
Business: Corporation			Gross Revenue: _____ for year ending: _____									
Company Physical Address:												
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204												
Contact Name:												
Phone numbers: (1) 972- 391-4606		(2)	Fax									
E-Mail Address:												
Company Mailing Address:												
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204												
Carrier Classification												
Authorized for Hire												
Cargo Classification												
Passengers												
Equipment												
	Owned				Term Leased				Trip Leased			
	Owned		Term Leased		Trip Leased		Owned		Term Leased		Trip Leased	
Minibus, 16+	55		0		0							
Power units used in the U.S.: 55												
Percentage of time used in the U.S.: 100												
Does carrier transport placardable quantities of HM? No												
Is an HM Permit required? N/A												
Driver Information												
	Inter		Intra		Average trip leased drivers/month: 0							
< 100 Miles:	38				Total Drivers: 38							
>= 100 Miles:					CDL Drivers: 38							





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/09/2023

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at:

437 N. Vermont Ave
Los Angeles, CA 90004
323-644-9557

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Genevieve Lira

Title: Safety Manager

Name:

Title:





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/09/2023

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 1,000,000

Recordable Accidents 0

OOS Vehicle (CR): 0

Number of Vehicle Inspected (CR): 14

OOS Vehicle (MCMIS): 0

Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/09/2023

Part B Requirements and/or Recommendations

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:

CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/09/2023

Part C

Reason for Review: Other Annual B-Bus

Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

2/3/2023
12/8/2022
11/21/2022

Prior Prosecutions

10/14/2010

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

No

Does carrier transport placardable quantities of hazardous materials?

Unsat/Unfit rule:

Not Applicable

Corporate Contact: Genevieve Lira

Corporate Contact Title: Safety Manager

Special Study Information:

Remarks:

Terminal Name: MV Public Transportation Inc. CA # - 468401
Terminal Address: 1850 33rd Street, Long Beach, CA 90807 FCN - 384157

Rating Information:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections.

MAINTENANCE PROGRAM VIOLATIONS:

None at this time.

DRIVER RECORDS VIOLATIONS:

None at this time.

HOURS OF SERVICE VIOLATIONS:

None at this time.

HAZARDOUS MATERIALS VIOLATIONS:

N/A

Upload Authorized: Yes No
Authorized by: Date:
Uploaded: Yes No Failure Code:
Verified by: Date:





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001610
Inspection Date: 02/08/2023
Start: 6:00 AM PT End: 6:45 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

MC/MX#: 648465

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@mvtransit.com

Phone#: (972)391-4606

Fax#:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost: Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1568541	6253	1N9HDA9N2KC084030	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/4	1 3/4
Left	1 1/4	1 3/4
Chamber	C-30	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 67630; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S44; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001611
Inspection Date: 02/08/2023
Start: 6:45 AM PT End: 7:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STRC	2013	CA	75242P1	508	1FDFE4FS2DDB30920	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 159106; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW001612
Inspection Date: 02/08/2023
Start: 7:30 AM PT End: 8:15 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, ELDO, 2016, CA, 1517056, L325, 1N9AMALG6GC084308, 42720

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, 1 1/2, 1 1/2, 1 1/2, 1 1/2, C-30, C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 195273; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001613
Inspection Date: 02/08/2023
Start: 8:15 AM PT End: 9:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	STRC	2017	CA	1525373	6250	1FD FE4FS1HDC10330	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 73095; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 16; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001614
Inspection Date: 02/08/2023
Start: 9:00 AM PT End: 9:45 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

MC/MX#: 648465

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2018	CA	1550811	L327	1N9AMALB75C084115	47730		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/8	1 5/8
Left	1 3/8	1 5/8
Chamber	C-30	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 173537; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 34; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001615
Inspection Date: 02/08/2023
Start: 9:45 AM PT End: 10:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, STRC, 2012, CA, 1396835, 1059, 1FDAF5GY9CEC73923, 19500

BRAKE ADJUSTMENTS

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

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, VerifyCrash, Violations Discovered. Rows: 1232(a) T-13, 5201(a) CVC/002

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 182412; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEW001616
Inspection Date: 02/08/2023
Start: 10:30 AM PT End: 11:15 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

MC/MX#: 648465

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2020	CA	1622126	1068	1FDUF5GN6LED99868	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 34506; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001617
Inspection Date: 02/08/2023
Start: 11:15 AM PT End: 12:00 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	05463B3	11200	1F66FSDYXK0A15987	22000		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: GAS; Passenger Capacity: 31; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001618
Inspection Date: 02/08/2023
Start: 12:00 PM PT End: 12:45 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

State:

Date of Birth:

CoDriver:

License#:

State:

Date of Birth:

Milepost:

Shipper: N/A

Origin: N/A

Bill of Lading: N/A

Destination: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429335	512	1FDAF5GY1GEB56892	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 189742; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X



01205759 CA CANCWV001618



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001619
Inspection Date: 02/08/2023
Start: 12:45 PM PT End: 1:30 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Origin: N/A

Destination: N/A

Shipper: N/A

Bill of Lading: N/A

Cargo: N/A

State:

State:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2015, CA, 37233N1, 003, 1FDGF5GY1FED00322, 19500

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:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 105159; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV001620
Inspection Date: 02/09/2023
Start: 7:00 AM PT End: 7:45 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@mvtransit.com

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Milepost:

Shipper: N/A

Origin:

Destination:

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	ELDO	2014	CA	1452400	1060	1N9HDALG4EC084268	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/8	1 5/8
Left	1 3/8	1 5/8
Chamber	C-24	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 144502; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 32; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001621
Inspection Date: 02/09/2023
Start: 7:45 AM PT End: 8:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

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

Location: LONG BEACH Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A
Email: AHIGUERA@MVTRANSIT.COM

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, ELDO, 2019, CA, 1568540, 6252, 1N9HDA9N6KC084029, 35000

BRAKE ADJUSTMENTS

Table with columns: Axle #, 1, 2. Rows: Right (1 1/2, 1 1/2), Left (1 1/2, 1 1/2), Chamber (C-24, C-30)

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 69948; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001622
Inspection Date: 02/09/2023
Start: 8:30 AM PT End: 9:15 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:

2711 N HASKELL AVE SUITE 1500

DALLAS, TX, 75204

USDOT: 1205759

Phone#: (972)391-4606

MC/MX#: 648465

Fax#:

State#: 468401

Location: LONG BEACH

Highway:

County: LOS ANGELES

Email: AHIGUERA@MVTRANSIT.COM

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

State:

State:

Milepost:

Shipper: N/A

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	1396288	L212	1FDAF5GY4FEC83327	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 295806; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 24; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV001623
Inspection Date: 02/09/2023
Start: 9:15 AM PT End: 10:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

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

Location: LONG BEACH Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A
Email: AHIGUERA@MVTRANSIT.COM

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	1584567	21376	1FDFE4FS8KDC69186	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

Odometer: 74610; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 18; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 530	SUBAREA S43

CARRIER LEGAL NAME MV Public Transportation Inc	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 259-9911
--	------------------------------	---

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

1850 E 33rd Street Long Beach, CA 90807

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

2711 North Haskell Ave Ste 1500

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)

1850 E 33rd Street Long Beach, CA 90807

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 55 II	Mod Limo 61	DRIVERS	BIT FLEET SIZE
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Powered Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Genevieve Lira	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) (562) 319-7343
EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) ext 5004

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2021]

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

OPERATING AUTHORITIES OR PERMITS


PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input checked="" type="checkbox"/> MC <input type="checkbox"/> MX 648465	<input type="checkbox"/> MC <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Bus Inspection

INSPECTION FINDINGS		INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable									
REQUIREMENTS	VIOL	MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL	
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S				
DRIVER RECORDS		No. 14 Time 3.5	No. 15 Time 4.5	No. 14 Time 9.5	TIME		TOTAL TIME		17.5		
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time		VEHICLES PLACED OUT-OF-SERVICE Vehicles 1 Units					
BRAKES	1	REMARKS									
LAMPS & SIGNALS	1										
CONNECTING DEVICES											
STEERING & SUSPENSION											
TIRES & WHEELS											
EQUIPMENT REQUIREMENTS	2										
CONTAINERS & TANKS											
HAZARDOUS MATERIALS											
INSPECTION TYPE	NON-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. <input type="checkbox"/>	INSPECTION DATE(S) 02/02,08/2022		TIME IN 06:00	TIME OUT 15:30			
INSPECTED BY (NAME(S)) M.Serrano					ID NUMBER(S) A16744		SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 02/08/2022
CARRIER REPRESENTATIVE'S PRINTED NAME Genevieve Lira	TITLE Safety & Training Manager	DRIVER LICENSE NUMBER STATE CA

	US DOT # 1205759	Legal: MV PUBLIC TRANSPORTATION INC Operating (DBA):				
	MC/MX #: 648465	State #: 468401	Federal Tax ID: 11-3706367 (EIN)			
Review Type: Non-ratable Review - Special Study						
Scope: Terminal	Location of Review/Audit: Company facility in the U. S.			Territory: C		
Operation Types		Interstate	Intrastate	Business: Corporation Gross Revenue: for year ending:		
Carrier:	Non-HM	Non-HM				
Shipper:	N/A	N/A				
Cargo Tank:	N/A					
Company Physical Address:						
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204						
Contact Name: Genevieve Lira						
Phone numbers: (1) 972- 391-4606 (2) Fax						
E-Mail Address:						
Company Mailing Address:						
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204						
Carrier Classification						
Authorized for Hire		Private Passenger, Business				
Cargo Classification						
Passengers						
Equipment						
	Owned	Term Leased	Trip Leased	Owned	Term Leased	Trip Leased
Minibus, 16+	55	0	0			
Power units used in the U.S.: 55						
Percentage of time used in the U.S.: 100						
Does carrier transport placardable quantities of HM? No						
Is an HM Permit required? N/A						
Driver Information						
	Inter	Intra	Average trip leased drivers/month: 0			
< 100 Miles:		61	Total Drivers: 61			
>= 100 Miles:			CDL Drivers: 61			





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/08/2022

Part A

Questions regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at;

437 N. Vermont Ave
Los Angeles, CA 90004
(323)644-9557 (323)953-4827 Fax

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Genevieve Lira

Title: Safety & Training Manager

Name:

Title:





MV PUBLIC TRANSPORTATION INC - Terminal
U.S. DOT #: 1205759

State #: 468401

Review Date:
02/08/2022

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 150,000
Recordable Accidents 0

OOS Vehicle (CR): 1
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/08/2022

Part B Requirements and/or Recommendations

1. Forms and publications are available at the CHP internet website at:
<https://www.chp.ca.gov/Programs-Services/Programs/Commercial-Vehicle-Section>
2. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:
CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001
3. "Is Your Registration Information Current?"
FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.
https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

02/08/2022

Part C

Reason for Review: Other Annual Bus

Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews

1/8/2021
12/13/2019
12/18/2018

Prior Prosecutions

Reason not Rated: Special Study

Study Code: CA

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?

Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?

Not Applicable

Unsat/Unfit rule:

Corporate Contact: Genevieve Lira
Corporate Contact Title: Safety & Training Manager

Special Study Information:

Remarks:

Terminal Name: MV Public Transportation Inc CA# - 468401
Terminal Address: 1850 E 33rd Street Long Beach, CA 90807 FCN - 384157

Rating Information:
In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

Out-of-Service Vehicles:
13 CCR 1230(a) - The vehicles listed below have been placed Out-of-Service during this terminal inspection and/or on-highway inspection. These vehicles may be returned to highway service only after proper repair of the out-of-service condition(s).
2012 Ford License # 1408872 - Brake hose chafing.

MAINTENANCE PROGRAM VIOLATIONS:
No Violations Discovered

DRIVER RECORDS VIOLATIONS:
No Violations Discovered

HOURS OF SERVICE VIOLATIONS:
No Violations Discovered

Upload Authorized: Yes No
Authorized by: Date:
Uploaded: Yes No Failure Code:
Verified by: Date:





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000611
Inspection Date: 02/02/2022
Start: 7:49 AM PT **End:** 8:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
 2711 N HASKELL AVE SUITE 1500
 DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: N/A **Bill of Lading:** N/A
Destination: N/A **Cargo:** N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	BROWN	2019	CA	05463B3	11200	1F66F5DYXK0A15987	22000		

BRAKE ADJUSTMENTS

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

VIOLATIONS

Section	Type	Unit	OOS	CP	Citation #	Verify Crash	Violations Discovered
1232(D) CCR	S	1	N	N		N	Windshield, windows or doors in vehicle are not safety glazing material--392.2--Specify: Behind driver and to the right of drivers seat glass/plastic not of safety glazing material.

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 468401; Fuel Type: G; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: M. Serrano
ID/Badge #: A16744

Copy Received By:

X

X



01205759 CA CANCX4000611



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000614
Inspection Date: 02/02/2022
Start: 10:00 AM PT End: 10:39 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

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

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	37230W1	004	1FDGF5GYXFEC42209	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: P; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: M. Serrano
ID/Badge #: A16744

Copy Received By:

X

X



01205759 CA CANCX4000614



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000629
Inspection Date: 02/08/2022
Start: 8:45 AM PT End: 9:36 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GWR	CVSA Existing	CVSA #
1	BU	FORD	2013	CA	75242P1	508	1FDFE4FS2DDB30920	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEX4000609
Inspection Date: 02/02/2022
Start: 6:42 AM PT End: 7:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: Bill of Lading: N/A
Destination: Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	1396289	L213	1FDAF5GY4FEC83330	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X



01205759 CA CANCEX4000609



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000613
Inspection Date: 02/02/2022
Start: 9:14 AM PT End: 10:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

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

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, CP, Citation #, Verify, Crash, Violations Discovered

HazMat: No HM transported

Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: M. Serrano
ID/Badge #: A16744

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000616
Inspection Date: 02/02/2022
Start: 11:30 AM PT End: 12:11 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

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

Location: LONG BEACH Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429336	513	1FDAF5GY3GEB56893	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X



01205759 CA CANCX4000616



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEX4000628
Inspection Date: 02/08/2022
Start: 7:56 AM PT End: 8:41 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

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

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1517057	L326	1N9AMALG8GC084309	42720		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1	1 3/8
Left	1	1 3/8
Chamber	C-30	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Curtis (A18596)

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X



01205759 CA CANCEX4000628



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000612
Inspection Date: 02/02/2022
Start: 8:30 AM PT End: 9:11 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1525373	6250	1FDFE4FS1HDC10330	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X



01205759 CA CANCX4000612



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000615
Inspection Date: 02/02/2022
Start: 10:41 AM PT End: 11:29 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: N/A **Bill of Lading:** N/A
Destination: N/A **Cargo:** N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1528683	1062	1FDGF5GY4GEC06971	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: P; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: M. Serrano
ID/Badge #: A16744

Copy Received By:

X

X



01205759 CA CANCX4000615



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000618
Inspection Date: 02/02/2022
Start: 12:52 PM PT End: 1:40 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2018	CA	1550812	L328	1N9AMALG9JC084116	42720		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 3/4	1 3/4
Left	1 3/4	2
Chamber	C-30	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

File Code Number: 468401; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000617
Inspection Date: 02/02/2022
Start: 12:12 PM PT End: 12:52 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

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

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, CP, Citation #, VerifyCrash, Violations Discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: M. Serrano
ID/Badge #: A16744

Copy Received By:

X

X





California Highway Patrol
 411 North Central Avenue, #410
 Glendale, CA 91203
 Phone: (323) 644-9557
 Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000627
Inspection Date: 02/08/2022
Start: 6:35 AM PT **End:** 7:11 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
 2711 N HASKELL AVE SUITE 1500
 DALLAS, TX, 75204
USDOT: 1205759 **Phone#:** (972)391-4606
MC/MX#: 648465 **Fax#:**
State#: 468401
Location: LONG BEACH
Highway:
County: LOS ANGELES

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Milepost: **Shipper:** N/A
Origin: **Bill of Lading:** N/A
Destination: **Cargo:**

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1572241	6256	1N9HDA9N8KC084033	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/4	1 1/2
Left	1 1/4	1 1/2
Chamber	C-20	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Curtis (A18596)

Report Prepared By: ID/Badge #:
 M. Serrano A16744

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4000610
Inspection Date: 02/02/2022
Start: 7:00 AM PT End: 7:48 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: BENNIE A JACKSON

DBA:
981 W CRESTWOOD AVE
SAN PEDRO, CA, 90731
USDOT: 2695622 Phone#: (310)831-9527
MC/MX#: Fax#:
State#: 384157

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

Location: LONG BEACH Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2019	CA	1584566	21377	1FD FE4FS5KDC69209	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS

Section	Type	Unit	OOS	CP	Citation #	VerifyCrash	Violations Discovered
1261(e) T-13 CCR	S	1	N	N		N N	Bus (Type 1) non-schoolbus, non-gasoline engine, exhaust discharge not within 15 of the rear of the bus or rear of doors/windows designed to be opened--393.83D: Behind Catalytic Converter exhaust leak due to incomplete weld. (Repaired)

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCX4999969
Inspection Date: 02/08/2022
Start: 7:11 AM PT End: 7:56 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

Carrier: MV PUBLIC TRANSPORTATION INC

DBA:
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

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

Location: LONG BEACH Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2020	CA	1622118	1067	1FDUF5GN9LED99864	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: CNG; Bus Type: 1; Beat/Sub Area: S43; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 20

Co-Inspector(s):

Curtis (A18596)

Report Prepared By: ID/Badge #:
M. Serrano A16744

Copy Received By:

X

X



**SAFETY COMPLIANCE REPORT/
TERMINAL RECORD UPDATE**

CHP 343 (Rev. 12-17) OPI 062

NEW TERMINAL INFORMATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	CA NUMBER 468401	FILE CODE NUMBER 384157	COUNTY CODE 19	BED
TERMINAL TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus <input type="checkbox"/> Mod Limo	CODE B	OTHER PROGRAM(S)	LOCATION CODE 550	SUBAREA S42

CARRIER LEGAL NAME MV Public Transportation Inc.	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/ AREA CODE) (562) 259-9911
---	------------------------------	---

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
7209 E Rosecrans Avenue, Paramount, CA 90723

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE) 2711 North Haskell Avenue Suite 1500, Dallas, TX 75204	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY) 7209 E Rosecrans Avenue, Paramount, CA 90723
--	--

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEH BY TYPE I 55 II	Mod Limo	DRIVERS 54	BIT FLEET SIZE Powered
EXP. DATE	EXP. DATE	EXP. DATE	REG. CT.	HW VEH.	HW CONT.	PPB/CSAT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A		Towed
TERMINALS IDENTIFIED IN SECTION 34515(b) CVC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC					

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) Stephan Allen	DAY TELEPHONE NO. (W/ AREA CODE) (562) 259-9911	NIGHT TELEPHONE NO. (W/ AREA CODE) (714) 719-1749
EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/ AREA CODE)	NIGHT TELEPHONE NO. (W/ AREA CODE)

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR [2020]

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

OPERATING AUTHORITIES OR PERMITS

PUC <input type="checkbox"/> T	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	IMS FITNESS EVALUATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
USDOT 1205759	<input checked="" type="checkbox"/> MC 648465 <input type="checkbox"/> MX	REASON FOR INSPECTION Annual Basic Bus	

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

REQUIREMENTS	VIOL	MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
MAINTENANCE PROGRAM		1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 S 2 S 3 S 4 S	1 N/A 2 N/A 3 N/A 4 N/A	1 S 2 S 3 S 4 S
DRIVER RECORDS		No. 14 Time 4.0	No. 14 Time 4.5	No. 14 Time 9.0	TIME	TOTAL TIME 17.5
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles Units	
BRAKES	2	REMARKS 13 CCR 1233(a)(1) Carriers Terminal Inspection is rated "SATISFACTORY" at this time.				
LAMPS & SIGNALS		See attached CHP 343, Terminal Inspection Report Parts A, B & C, CHP 407F/343A Vehicle Inspection Reports.				
CONNECTING DEVICES						
STEERING & SUSPENSION						
EQUIPMENT REQUIREMENTS	2					
CONTAINERS & TANKS						
HAZARDOUS MATERIALS						


INSPECTION TYPE <input type="checkbox"/> I <input type="checkbox"/> R <input checked="" type="checkbox"/> Non-BIT	CPSS <input type="checkbox"/> Yes <input type="checkbox"/> No	CHP 345 <input type="checkbox"/>	CHP 100D COL. 9	INSPECTION DATE(S) 01/06,07,08/2021	TIME IN	TIME OUT
INSPECTED BY (NAME(S)) Keith Hardison	ID NUMBER(S) A16735	SUSPENSE DATE <input checked="" type="checkbox"/> Auto <input type="checkbox"/> None				

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 20), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING SATISFACTORY	CARRIER REPRESENTATIVE'S SIGNATURE	DATE 01/08/2021
CARRIER REPRESENTATIVE'S PRINTED NAME Lina Parten	TITLE Safety Manager	DRIVER LICENSE NUMBER STATE CA

California Highway Patrol

	US DOT # 1205759	Legal: MV PUBLIC TRANSPORTATION INC Operating (DBA):				
MC/MX #: 648465		State #: 468401	Federal Tax ID: 11-3706367 (EIN)			
Review Type: Non-ratable Review - Special Study						
Scope: Terminal		Location of Review/Audit: Company facility in the U. S.		Territory: C		
Operation Types						
		Interstate	Intrastate			
Carrier:	Non-HM	N/A	Business: Corporation			
Shipper:	N/A	N/A	Gross Revenue: for year ending:			
Cargo Tank:	N/A					
Company Physical Address:						
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204						
Contact Name:						
Phone numbers: (1) 972- 391-4606		(2)	Fax			
E-Mail Address:						
Company Mailing Address:						
2711 N HASKELL AVE SUITE 1500 DALLAS, TX 75204						
Carrier Classification						
Authorized for Hire						
Cargo Classification						
Passengers						
Equipment						
	Owned	Term Leased	Trip Leased	Owned	Term Leased	Trip Leased
Minibus, 16+	55	0	0			
Power units used in the U.S.: 55						
Percentage of time used in the U.S.: 100						
Does carrier transport placardable quantities of HM?			No			
Is an HM Permit required?			N/A			
Driver Information						
	Inter	Intra	Average trip leased drivers/month: 0			
< 100 Miles:	54		Total Drivers: 54			
>= 100 Miles:			CDL Drivers: 54			





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

01/08/2021

Part A

QUESTIONS regarding this report may be directed to the Southern Division
Motor Carrier Safety Unit at;

437 N. Vermont Ave.
Los Angeles, CA 90004

This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: Lina Parten

Title: Safety Manager

Name:

Title:





MV PUBLIC TRANSPORTATION INC - Terminal
U.S. DOT #: 1205759

State #: 468401

Review Date:
01/08/2021

Part B Violations

Safety Fitness Rating Information:

Total Miles Operated 500,000
Recordable Accidents 0

OOS Vehicle (CR): 0
Number of Vehicle Inspected (CR): 14
OOS Vehicle (MCMIS): 0
Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is :

This Review is not Rated.





MV PUBLIC TRANSPORTATION INC - Terminal

U.S. DOT #: 1205759

State #: 468401

Review Date:

01/08/2021

Part B Requirements and/or Recommendations

1. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to:
CALIFORNIA HIGHWAY PATROL
COMMERCIAL RECORDS UNIT
P.O. BOX 942898
SACRAMENTO, CA 94298-0001
2. Forms and publications are available at the CHP internet website at: <http://www.chp.ca.gov/publications/index.html>





MV PUBLIC TRANSPORTATION INC - Terminal
 U.S. DOT #: 1205759

State #: 468401

Review Date:
 01/08/2021

Part C

Reason for Review: Other Annual B Bus Insp.
Planned Action: Compliance Monitoring

Parts Reviewed Certification:

325 382 383 387 390 391 392 393 395 396 397 398 399 171 172 173 177 178 180

Prior Reviews	Prior Prosecutions	Reason not Rated: Special Study	Study Code: CA
12/3/2020	10/14/2010		
12/3/2020			
11/10/2020			

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle? No

Does carrier transport placardable quantities of hazardous materials?
Unsat/Unfit rule: Not Applicable

Corporate Contact: Lina Parten **Special Study Information:**
Corporate Contact Title: Safety Manager

Remarks:

Terminal Name: MV Public Transportation Inc. CA# - 468401
 Terminal Address: 7209 E Rosecrans Ave., Paramount, CA 90723 FCN - 384157

Rating Information:
 In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 0 of 14 required vehicle inspections..

MAINTENANCE PROGRAM VIOLATIONS:
 None at this time.

DRIVER RECORDS VIOLATIONS:
 None at this time.

HOURS OF SERVICE VIOLATIONS:
 None at this time.

HAZARDOUS MATERIALS VIOLATIONS:
 N/A

Upload Authorized:	Yes	No
Authorized by:		Date:
Uploaded:	Yes	No
Verified by:		Failure Code:
		Date:





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCEWV000666
Inspection Date: 01/06/2021
Start: 8:00 AM PT End: 8:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

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

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Milepost: Shipper: N/A
Origin:
Destination:

Bill of Lading: N/A
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2016	CA	1517057	L326	1N9AMALG8GC084309	42720		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/4	1 3/8
Left	1 1/4	1 3/8
Chamber	C-30	C-30

VIOLATIONS

Section	Type	Unit	QOS	Citation #	VerifyCrash	Violations Discovered
1245(K)(1) CCR	S	1	N		N N	Unapplied air loss--396.3A1: Air loss at/around air dryer rear right side of the bus. Compressor Compensates

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 116769; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000667
Inspection Date: 01/06/2021
Start: 8:30 AM PT End: 9:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

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

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2018	CA	1550811	L327	1N9AMALG7JC084115	42720		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/2	1 1/2
Left	1 1/2	1 1/2
Chamber	C-30	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 109737; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWW000668
Inspection Date: 01/06/2021
Start: 9:00 AM PT End: 9:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2015	CA	1396287	L211	1FDAF5GY3FEC91029	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS:No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

Odometer: 184553; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000669
Inspection Date: 01/06/2021
Start: 9:30 AM PT End: 10:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

Location: PARAMOUNT
Highway:
County: LOS ANGELES

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

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 207653; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 33; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000670
Inspection Date: 01/06/2021
Start: 10:00 AM PT End: 10:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

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

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, ELDO, 2019, CA, 1568541, 6253, 1N9HDA9N2KC084030, 35000

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber. Row 1: 1, 2, 1, 1 1/2, 1, 1 1/2, C-20, C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 39780; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000671
Inspection Date: 01/06/2021
Start: 10:30 AM PT End: 11:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#: 468401

Phone#: (972)391-4606
Fax#:

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

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Milepost:
Origin: N/A
Destination: N/A
Shipper: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2017, CA, 1528684, 1063, 1FDGF5GY6GEC06972, 19500

BRAKE ADJUSTMENTS

Table with columns: Axle #, 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:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 67884; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: K. Hardison
ID/Badge #: A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000672
Inspection Date: 01/06/2021
Start: 11:00 AM PT End: 11:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401
Location: PARAMOUNT Milepost: Shipper: N/A
Highway: Origin: N/A Bill of Lading: N/A
County: LOS ANGELES Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 44437; File Code Number: 384157; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000673
Inspection Date: 01/06/2021
Start: 11:30 AM PT End: 12:15 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#: 468401

Location: PARAMOUNT
Highway:
County: LOS ANGELES

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

Milepost: Shipper: N/A
Origin: N/A Bill of Lading: N/A
Destination: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2014	CA	89912T2	511	1FDFE4FS5DDB30927	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported **Placard:** **Cargo Tank:**

Special Checks: No data for special checks

State Information:

Odometer: 126781; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 20; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X



01205759 CA CANCWV000673



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000674
Inspection Date: 01/07/2021
Start: 7:30 AM PT End: 8:15 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

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

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:

State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Milepost: Shipper: N/A
Origin:
Destination:

Bill of Lading: N/A
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	ELDO	2019	CA	1568540	6252	1N9HDA9N6KC084029	35000		

BRAKE ADJUSTMENTS

Axle #	1	2
Right	1 1/8	1 5/8
Left	1 1/8	1 5/8
Chamber	C-20	C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 27970; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000675
Inspection Date: 01/07/2021
Start: 8:26 AM PT End: 9:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2017	CA	1525372	6251	1FDFE4FS8HDC10325	14500		

BRAKE ADJUSTMENTS

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

VIOLATIONS

Section	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(A) CCR /001	S	1	N		N	N	General maintenance--396.3 (a)(1): CNG hose rubbing on frame. Clamp broken. Carrier repaired

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

File Code Number: 384157; Fuel Type: G; Passenger Capacity: 16; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
ID/Badge #: A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000676
Inspection Date: 01/07/2021
Start: 9:10 AM PT End: 9:50 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 89795; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 28; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: K. Hardison
ID/Badge #: A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000677
Inspection Date: 01/07/2021
Start: 10:00 AM PT End: 10:30 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204

USDOT: 1205759 Phone#: (972)391-4606
MC/MX#: 648465 Fax#:
State#:

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #. Row 1: 1, BU, FORD, 2010, CA, 1291482, 7104, 1FDFE4FSXADB01824, 14500

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported Placard: Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 136259; File Code Number: 384157; Fuel Type: G; Passenger Capacity: 18; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X





California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000678
Inspection Date: 01/07/2021
Start: 10:33 AM PT End: 11:00 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#:

Phone#: (972)391-4606
Fax#:

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

Location: PARAMOUNT
Highway:
County: LOS ANGELES

Milepost: Shipper: N/A
Origin: N/A
Destination: N/A

Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate	Equipment ID	VIN	GVWR	CVSA Existing	CVSA #
1	BU	FORD	2016	CA	1429335	512	1FDAF5GY1GEB56892	19500		

BRAKE ADJUSTMENTS

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

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 133969; File Code Number: 384157; Fuel Type: PRO; Passenger Capacity: 30; WC Passenger Capacity: 2; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X



01205759 CA CANCWV000678



California Highway Patrol
411 North Central Avenue, #410
Glendale, CA 91203
Phone: (323) 644-9557
Internationally Accredited Agency CHP407F/343A

Report Number: CANCWV000679
Inspection Date: 01/07/2021
Start: 11:10 AM PT End: 11:45 AM PT
Inspection Level: V - Terminal
HM Inspection Type: None

MV PUBLIC TRANSPORTATION INC
2711 N HASKELL AVE SUITE 1500
DALLAS, TX, 75204
USDOT: 1205759
MC/MX#: 648465
State#:
Location: PARAMOUNT
Highway:
County: LOS ANGELES

Phone#: (972)391-4606
Fax#:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Milepost: Shipper: N/A
Origin: N/A
Destination: N/A
State:
State:
Bill of Lading: N/A
Cargo: N/A

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate, Equipment ID, VIN, GVWR, CVSA Existing, CVSA #

BRAKE ADJUSTMENTS

Table with columns: Axle #, Right, Left, Chamber

VIOLATIONS

Table with columns: Section, Type, Unit, OOS, Citation #, Verify Crash, Violations Discovered

HazMat: No HM transported
Placard:
Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 101498; File Code Number: 384157; Fuel Type: CNG; Passenger Capacity: 22; WC Passenger Capacity: 1; Bus Type: 1; Beat/Sub Area: S42; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 11

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispach. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.

Report Prepared By: ID/Badge #:
K. Hardison A16735

Copy Received By:

X

X



APPENDIX D

OPERATOR INFORMATION

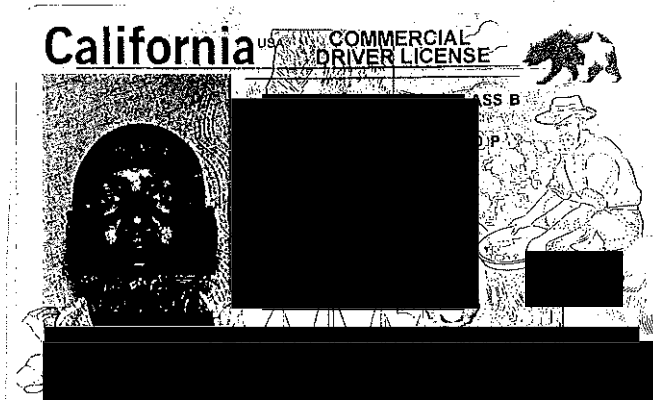


MV TRANSPORTATION, INC.

MV Credential Form

Driver's License:

VTT Card:



CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT
DATE OF BIRTH MONTH DAY YEAR EXPIRES BIRTHDAY DRIVER LICENSE NO. STATE



Medical Card:

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)

I certify that I have examined Last Name: [Redacted] in accordance with (please check only one):

[Redacted]

62)

§33
A
M
D
Dr
§33
Dr
Str

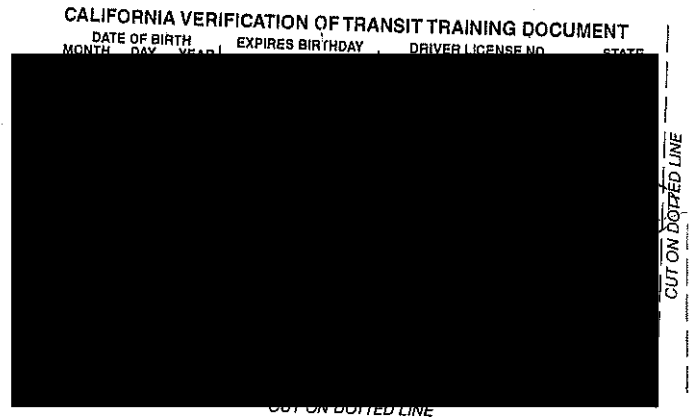
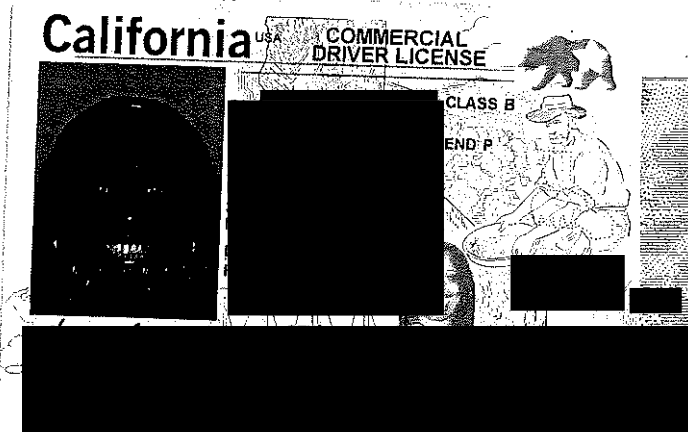


MV TRANSPORTATION, INC.

MV Credential Form

Driver's License:

VTT Card:

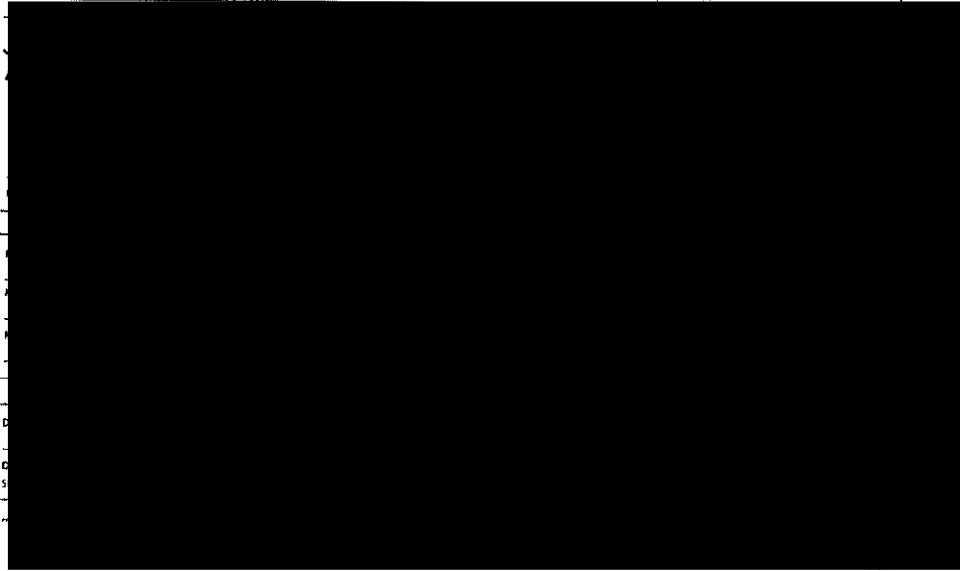


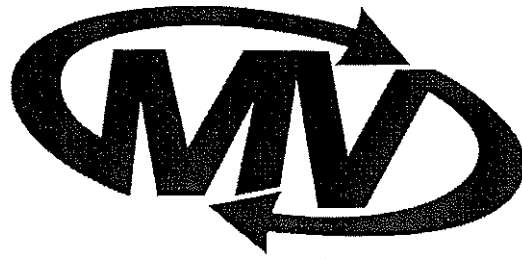
Form MCSA-5876

Public Burden Statement
A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information if it does not display this statement of burden. The OMB Control Number for this information collection is 1520-0046. Public reporting for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering the data needed, reviewing the collection of information, providing the collection of information, and reviewing the collection of information. All responses to this collection of information are voluntary. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Information Collection Clearance Office, Federal Motor Carrier Safety Administration, MCSA, 1200 New Jersey Avenue, SE, Washington, DC 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

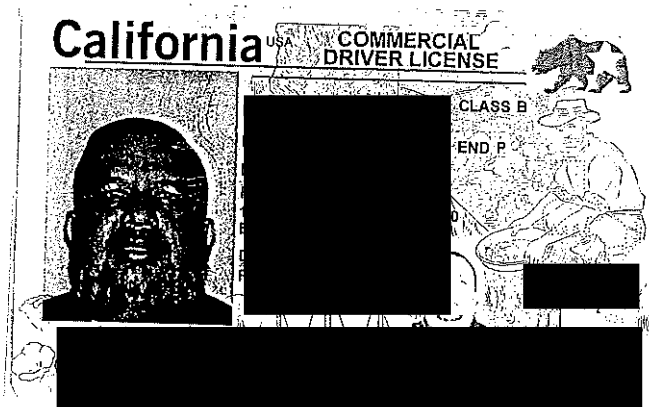
Medical Examiner's Certificate
(or Certified Driver Medical Certificate)





DRIVERS LICENSE

VTT CARD



CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT				
DATE OF BIRTH		EXPIRES BIRTHDAY	DRIVER LICENSE NO.	STATE
MONTH	DAY	YEAR		
[REDACTED]				

CUT ON DOTTED LINE

CUT ON DOTTED LINE

MEDICAL CARD

Public Burden Statement

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2128-0006. Public reporting for this collection of information is estimated to be approximately 1 minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)



This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

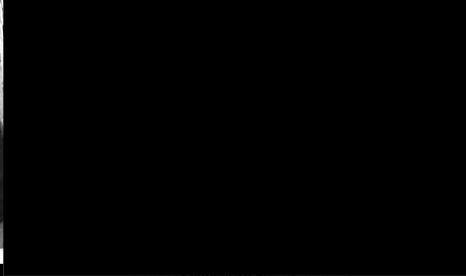
California

USA

COMMERCIAL
DRIVER LICENSE



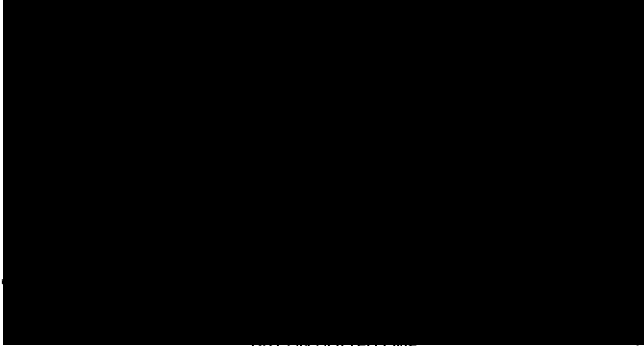
CLASS B



CALIFORNIA VERIFICATION OF TRANSIT TRAINING DOCUMENT

DATE OF BIRTH EXPIRES BIRTHDAY DRIVER LICENSE NO. STATE

MONTH DAY YEAR | | | |



CUT ON DOTTED LINE

CUT ON DOTTED LINE

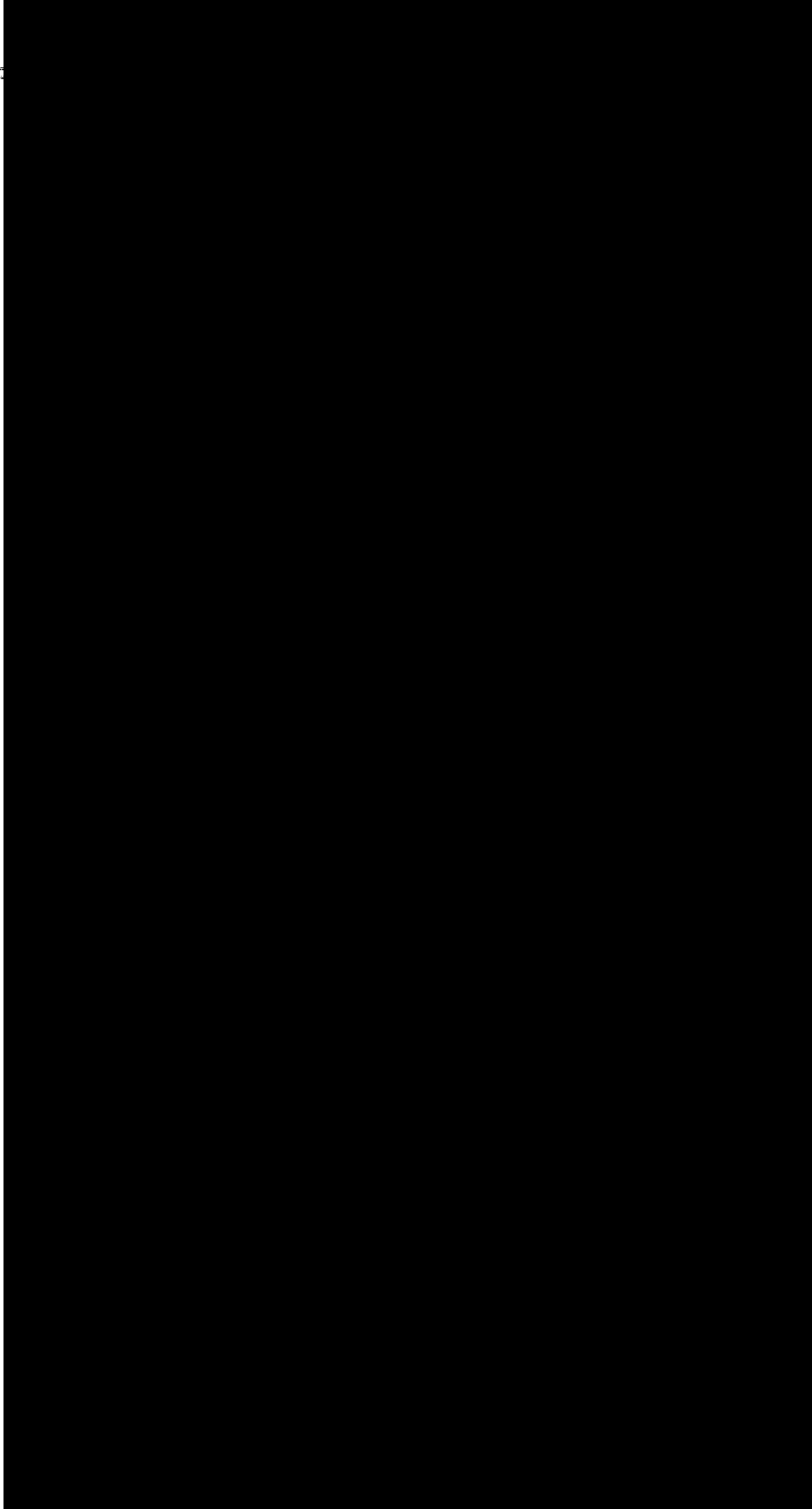
Public Burden Statement:

A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to average approximately one minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-BRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

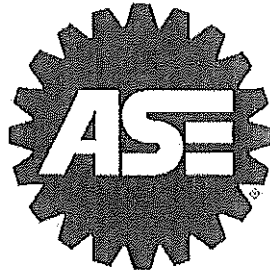
Medical Examiner's Certificate
(for Commercial Driver Medical Certification)



**This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements. **

APPENDIX E

ASE CERTIFICATIONS



ASE Certification Status

Montes, Alejandro

Created: June 19, 2023

Compton, CA 90220-2940

12:15:29 PM

ASE ID: ASE-1787-4935

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates
Master Automobile Technician
Master Transit Bus Technician
Advanced Level Specialist
School Bus Technician
Master Medium/Heavy Truck Technician

ASE Certification Details

Code	Description	Expiration	Status
A1R	Engine Repair Recert	12/31/2024	Current
A2R	Automatic Transmission/Transaxle Recert	12/31/2024	Current
A3R	Manual Drive Train & Axles Recert	06/30/2027	Current
A4R	Suspension & Steering Recert	12/31/2024	Current
A5R	Brakes Recert	12/31/2024	Current
A6R	Electrical/Electronic Systems Recert	12/31/2024	Current
A7R	Heating & Air Conditioning Recert	06/30/2026	Current
A8R	Engine Performance Recert	12/31/2024	Current
C1	Automobile Service Consultant	12/31/2018	Expired
F1	Compressed Natural Gas Vehicle	12/31/2022	Expired

H3	Drive Train	06/30/2027	Current
H4R	Brakes Recert	06/30/2025	Current
H5	Suspension & Steering	06/30/2027	Current
H6	Electrical/Electronic Systems	06/30/2027	Current
H7	Heating Ventilation & A/C	06/30/2027	Current
H8	Preventive Maintenance & Inspection	06/30/2027	Current
L1R	Automobile Advanced Engine Performance Recert	12/31/2027	Current
L2	Electronic Diesel Engine Diagnosis	12/31/2027	Current
L3	Light Duty Hybrid/Electric Vehicles	06/30/2022	Expired
S1	Body Systems & Special Equipment	06/30/2027	Current
S2	Diesel Engines	06/30/2027	Current
S3	Drive Train	06/30/2027	Current
S4R	Brakes Recert	06/30/2025	Current
S6	Electrical/Electronic Systems	06/30/2027	Current
S7	Air Conditioning Systems & Controls	06/30/2027	Current
T1R	Gasoline Engines Recert	06/30/2025	Current
T2	Diesel Engines	06/30/2027	Current
T3	Drive Train	12/31/2027	Current
T4R	Brakes Recert	12/31/2023	Current
T5	Suspension & Steering	06/30/2027	Current
T6R	Electrical/Electronic Systems Recert	12/31/2023	Current
T7R	Heating Ventilation & Air Conditioning Recert	06/30/2027	Current
T8R	Preventive Maintenance & Inspection (PMI) Recert	06/30/2027	Current

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. Refer to the ASE Work Experience Requirements Important Information section for details or submit the ASE Work Experience Form at <https://workexp.ase.com>.

An expired certification can be reinstated by taking and passing the corresponding recertification test. Please contact us if you have any questions.

Sincerely,

ASE Customer Service

800-390-6789

703-669-6609

contactus@ase.com

APPENDIX F
609 CLEAN AIR ACT
CERTIFICATIONS



2/22/2009

92

1109097

Alejandro Montes

ELAC

has successfully completed training in CFC-12
refrigerant recycling and service procedures offered by
• The Mobile Air Conditioning Society Worldwide,
as required by Section 609 of the Clean Air Act.

MACS • Phone (215) 631-7020 • Fax (215) 631-7017

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES

SELECTED FIRMS

	Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	MV Transportation, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES**

FIRM INFORMATION*	MV Transportation, Inc.
--------------------------	-------------------------------

BUSINESS STRUCTURE	Corporation
---------------------------	-------------

CULTURAL/ETHNIC COMPOSITION	NUMBER / % OF OWNERSHIP
OWNERS/PARTNERS	
Black/African American	24/43.7%
Hispanic/Latino	5/0.2%
Asian or Pacific Islander	2/0.1%
American Indian	0
Filipino	0
White	75/56%
<i>Female (included above)</i>	34/44.8%
	NUMBER
MANAGER	
Black/African American	162
Hispanic/Latino	147
Asian or Pacific Islander	27
American Indian	4
Filipino	11
White	244
<i>Female (included above)</i>	255
STAFF	
Black/African American	5,130
Hispanic/Latino	3,555
Asian or Pacific Islander	870
American Indian	77
Filipino	158
White	2,654
<i>Female (included above)</i>	54
Total No. of Employees	13,039

COUNTY CERTIFICATION	
CBE	N/A
LSBE	N/A

OTHER CERTIFYING AGENCY	
	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

Bid Detail Information

Bid Number : PW-AED965

Bid Title : RFSQ for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001)

Bid Type : Service

Department : Public Works

Commodity : BUS - TRANSIT (COACH-MINI) CONVENTIONAL

Open Date : 5/2/2016

Closing Date : Continuous

Bid Amount : \$ 0

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for Fixed Route and Dial-A-Ride Transit Services (2016-SQPA001). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when Public Works anticipates the need for fixed route and Dial-A-Ride transit services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/aed/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

1. Proposer must have a minimum of three years of experience providing the same or similar fixed route or paratransit services for governmental or social service agency(ies). Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.
2. Proposer must provide copies of all "Satisfactory" California Highway Patrol Safety Compliance Inspections or passed all reinspections of the Proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501[c]). If the proposer has not performed services in California, the proposer must provide copies of a similar vehicle, maintenance facilities or terminals inspection for the prior three years by a governmental agency. Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFSQ.

Once the need to utilize the contractors' services is identified, Public Works will send out an Invitation for Bids to all contractors in the qualified list with a specific work description, price sheets, and additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, May 17, 2016, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

This RFSQ process may take several weeks to process before a Qualified Contractors list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than Tuesday May 31, 2016, at 5:30 p.m.

Proposers who attended the Proposers' Mandatory Conference but miss the above deadline may not submit Statement of Qualifications until January 2, 2017. No SOQ will be accepted without verification of the proposer attending the Mandatory Conference as stated above. SOQ's received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier's office time stamp.

Contact Name : Eric Fong